

## **AGENDA UTILITIES SERVICE BOARD MEETING**

Utilities Service Board Room  
City of Bloomington Utilities  
600 E. Miller Dr.  
Bloomington, Indiana 47402

Sam Frank, President  
Jim Sherman, Vice President  
Jason Banach  
Amanda Burnham  
Jeff Ehman  
Julie Roberts  
Jim Sims  
Tim Mayer, ex-officio

**April 3, 2017  
5:00 P.M. Regular Meeting**

- I. Call to order
- II. Approval of the minutes of previous meeting (March 20)
- III. Approval of the claims
- IV. South Central Interceptor Sewer Project bid opening – Phil Peden
- V. Request to approve pretreatment permit for Circle Proscio – Tamara Roberts
- VI. Request to approve I69 Utility Reimbursement Agreement for Design Unit 3 – Jane Fleig
- VII. Request for approval of Consulting Services Agreement with Wessler Engineering for Dillman Road WWTP Effluent Filter Improvements – Mike Hicks
- VIII. Request for approval of Consulting Services Agreement with Fields Environmental for Griffy Water Plant Environment Services – Brad Schroeder
- IX. Old business
- X. New business
- XI. Subcommittee reports
- XII. Staff reports
- XIII. Petitions and communications\*
- XIV. Adjournment

\* Brief public comment will be limited to 5 minutes per person.

## **UTILITIES SERVICE BOARD MEETING**

**March 20, 2017**

***Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.***

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Jim Sims, Amanda Burnham, Jim Sherman, Sam Frank, Jeff Ehman, Jason Banach. Staff members present: Vic Kelson, Missy Waldon, Kim Alexander, Tom Axsom, Jon Callahan, Chris Wheeler, Brad Schroeder, Phil Peden, John Langley.

### **MINUTES**

***Board Member Sherman moved and Board Member Burnham seconded the motion to approve the minutes of the March 6th meeting. Motion carried, 6 ayes, 1 member absent, (Roberts).***

### **CLAIMS**

***Board Member Sherman moved and Board Member Burnham seconded the motion to approve the claims as follows:***

***Vendor invoices submitted to the Controller's Office on March 16 included \$370,818.00 from the Water Utility; \$178,461.82 from the Wastewater Utility; and \$3,035.03 from the Stormwater Utility. Total Claims approved, \$552,314.85.***

***Motion carried, 6 ayes, 1 member absent, (Roberts).***

***Board Member Sherman moved and Board Member Burnham seconded the motion to approve the ACH payments as follows:***

***Vendor invoices that will be submitted to the Controller's Office on March 15 included \$200,560.89 from the Water Utility; \$0.00 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$200,560.89.***

***Motion carried, 6 ayes, 1 member absent, (Roberts).***

***Board Member Sherman moved and Board Member Burnham seconded the motion to approve the utility claims as follows:***

***Utility invoices submitted to the Controller's Office on March 13 included \$100,495.05 from the Water Utility; \$101,402.72 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$201,897.77.***

***Motion carried, 6 ayes, 1 member absent, (Roberts).***

***Customer refunds submitted to the Controller's Office on March 15 included \$7.18 from the Water Utility; \$573.38 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$580.56.***

***Motion carried, 6 ayes, 1 member absent, (Roberts).***

**OLD BUSINESS:**

***Board Member Sherman moved and Board Member Banach seconded the motion to approve adjustments for customers Wilson and Glasscott as follows:***

***Motion carried, 6 ayes, 1 member absent, (Roberts).***

Director Vic Kelson reported on the two customer appeals that were heard March 6. It has been decided to split the cost between the customer and CBU. For Henry Wilson (Account #6230-015) the amount that will be adjusted is \$244.86. The second customer who appealed, Joana Segyde (Glasscott), Account #18129-003, the adjustment is \$248.04.

Board Member Ehman asked if the clear water cost less to treat. Director Kelson replied that it would tend to cost less to treat. More water would be put through the plant, but not BOD. It is reasonable to give them a break. This adjustment is allowed once every 12 months. The adjustments are made on the wastewater side. There was a discussion regarding policy toward adjusting customer accounts.

Mr. Kelson stated that Chris Wheeler will develop some proposed language to bring to the next USB meeting for formalizing this practice.

President Frank summarized the proceedings and stated that the authority to adjust customer accounts would be delegated to staff, but customers would still have the opportunity to appeal to the board.

**NEW BUSINESS:**

N/A

**SUBCOMMITTEE REPORTS:**

N/A

**STAFF REPORTS:**

Director Vic Kelson reported that DBPs were higher in February than they have been in recent months. Mr. Kelson discussed the reason for the higher reading. He noted that the uptick in February was for haloacetic acids. Staff continues to monitor the situation and act aggressively towards keeping them in check.

**PETITIONS AND COMMUNICATIONS:**

N/A

**ADJOURNMENT:**

The meeting was adjourned at 5:16 p.m.

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**Samuel K. Frank, President**

**UTILITIES SERVICE BOARD MOTION  
MEETING ON APRIL 03, 2017**

To: Utilities Service Board  
Dept.  
Sub: Claims list filed: 03/30/17  
USB: 04/03/2017  
For Period: 03/04/17-03/17/17  
G/L Date: 04/07/17

From: Kim Robertson  
Dept. Accounts Payable  
Date: 03/29/17  
  
Paydate: 04/07/17

Utilities Department invoices filed with the City Controller March 29, 2017 and signed by the Utilities Service Board for payment April 07, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	83,890.55
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u><u>\$83,890.55</u></u>
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Wastewater Operations & Maintenance	122,596.60
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the invoice list:	<u><u>\$122,596.60</u></u>
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Stormwater	896.17
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u><u>\$896.17</u></u>
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<b>Total Water Utility:</b>	<u><u>\$83,890.55</u></u>
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<b>Total Wastewater Utility:</b>	<u><u>\$122,596.60</u></u>
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<b>Total Stormwater Utility:</b>	<u><u>\$896.17</u></u>
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<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<u><u>\$207,383.32</u></u>
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City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 04/07/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Alliance of Hazardous Materials Professionals	10952380	Membership dues 2017 - J. Langley ADMIN17-029	125.00		125.00	
Allied Wholesale Electrical Supply, LLC	5319490	3 1" Tru-union ball valve for bisulfite tanks - DR	34.16		34.16	
Allied Wholesale Electrical Supply, LLC	5321197	PVC pipe, cement, misc tees, elbows, couplings, valves - MN	74.65	74.65		
American Water Works Association	Cindy Shaw 2017	Annual membership renewal for Cindy Shaw - PUR17-110	90.00	90.00		
Arcadis U.S., INC	0835130	W15-3904 - 2015 Hydraulic Water Model - 11/21/16-02/19/17 - ENG	4,350.32	4,350.32		
Arrowhead Plastic Engineering, INC	21600899	Alum tank liner for # alum tank #3 - MN17-057	3,165.60	3,165.60		
ATC Group Services, LLC	2001117	Semi-annual analysis of Dillman Landfill Groundwater Data - ENV	813.14		813.14	
B&H Electric and Supply, INC	0298482	Dayton pump rewind motor windings and rebuild DM17-035	700.22		700.22	
BBC Pump And Equipment Company, INC	30039956	Impellers 8.9 Part#S4M1000M3-3 for Adams St LS TD17-94	3,054.11		3,054.11	
BBC Pump And Equipment Company, INC	30039985	2 Impellers - Morningside Lift Station TD17-93	3,053.51		3,053.51	
BBC Pump And Equipment Company, INC	30040042	Tsurumi pumps for sump pits (4) DM17-033	1,357.48		1,357.48	
BBC Pump And Equipment Company, INC	30040100	Pump lifting bales Cedar View LS; 2 flanges stock - TD17-97	2,176.17		2,176.17	
BBC Pump And Equipment Company, INC	30040133	TD17-96 Tamarron Lift Station pump valute #S4BX4000FC	2,376.66		2,376.66	
Big Dipper Building Services, LLC (Overhead Door)	40337	Repaired garage door to press building - DM17-040	150.00		150.00	
Biochem, INC	14922	Green clean pro (sodium carbonate peroxydate) 02/25/17 - DR	665.50		665.50	
Biochem, INC	14985	2 Tote polymer K144L for belt press @ Blucher - BP	8,092.86		8,092.86	
Biochem, INC	14986	Sulfite for odor control/corrosion control @ belt press bldg -BP	6,865.71		6,865.71	
Biochem, INC	14991	Green clean pro (sodium carbonate peroxydate) 03/15/17 - DR	679.23		679.23	
Black Lumber Co INC	311605	WS17-20503 - 90 4x8 3/4 OSB Sheathing for SC garage roof - ENG	1,799.10	719.64	1,079.46	
Black Lumber Co INC	311797	WS17-20503 - 40 4x8 3/4 OSB Sheathing for SC garage roof - ENG	799.60	319.84	479.76	
Black Lumber Co INC	311898	WS17-20503 - 60 4x8 3/4 OSB Sheathing for SC garage roof - ENG	1,199.40	479.76	719.64	
Black Lumber Co INC	311927	WS17-20503 - 192 4x8 3/4 OSB Sheathing for SC garage roof - ENG	3,838.08	1,535.23	2,302.85	
Black Lumber Co INC	315846	Duct tape - stock - PUR	29.95	11.98	17.97	
Black Lumber Co INC	316508	Hammer, twine - TD	38.98	15.59	21.44	1.95
Black Lumber Co INC	317058	S17-6103 Construction lumber, chalk line reel for truck #629 -TD	32.97		32.97	
Brehob Corporation	694112	Annual inspection on all overhead hoist -MN17-082	650.00	650.00		
Brenntag Mid-South, INC	BMS608388	Robin 120 Polymer 4600 @ .9090 delivered 03/20/17 - MN	4,181.40	4,181.40		
Cassady Electrical Contractors, INC	11930	400w Lamp, 2 Phil c1000 6pk, hps bal 1000w s52 5-tapki - MN	1,212.48	1,212.48		
Chemtrade Chemicals Corporation	91648558	Credit memo for double payment on inv#91648560 on 11/20/15 - MN	(5,614.29)	(5,614.29)		
Chemtrade Chemicals Corporation	92048855	Alum - 11.030 @ 424.00 delivered 03/06/17 - MN	4,676.72	4,676.72		
Chemtrade Chemicals Corporation	92053906	Alum - 11.067 @ 424.00 delivered 03/13/17 - MN	4,692.41	4,692.41		
Chemtrade Chemicals Corporation	92057644	Alum - 10.767 @ 424.00 delivered 03/17/17 - MN	4,565.21	4,565.21		
Cintas First Aid & Safety # 388	5007342671	Restock first aid cabinet @ Blucher - 03/13/17 - BP	74.38		74.38	

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 04/07/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Cintas First Aid & Safety # 388	5007354716	Restock first aid cabinet @ Monroe - 03/10/17 - MN	77.35	77.35		
Commercial Service Of Bloomington, INC	S132973	Replacement of condenser fan motor, fuses, blades & capacitor-SC	170.95	68.38	102.57	
Commercial Service Of Bloomington, INC	S133241	RTU#1 Outdoor ambient temperature lockout replacement - SC	144.00	57.60	86.40	
Creative Graphics, INC (dba Baugh Enterprises)	2836	1,500 Light green & 500 dark green domestic septage tickets - CS	400.00		400.00	
Creative Graphics, INC (dba Baugh Enterprises)	2851	289,300 Printed and perforated billing statements - AR	6,798.55	2,719.42	4,079.13	
Creative Graphics, INC (dba Baugh Enterprises)	2852	100,000 #10 Window envelopes - AR	2,400.00	960.00	1,440.00	
Creative Graphics, INC (dba Baugh Enterprises)	2874	Printing & mailing of February 2017 water/wastewater bills -ACCT	11,247.57	4,499.03	6,748.54	
Creative Graphics, INC (dba Baugh Enterprises)	2880	2500 High water consumption door hangers - MS, TD	1,277.00	510.80	766.20	
Cummins Crosspoint, LLC	001-68043	Generator maintenance @ Tamarron LS - 03/01/17 - LS, TD	237.50		237.50	
Cummins Crosspoint, LLC	001-68044	Generator maintenance @ Linglebach BS - 03/01/17 - BS, TD	205.20	205.20		
Cummins Crosspoint, LLC	001-68045	Generator maintenance @ West BS - 03/01/17 - BS, TD	237.50	237.50		
Cummins Crosspoint, LLC	001-68049	Generator maintenance @ 17th St LS - 03/01/17 - LS, TD	166.25		166.25	
Cummins Crosspoint, LLC	001-68273	Generator maintenance @ Smith Ave Ln LS - 03/03/17 - LS, TD	213.75		213.75	
Cummins Crosspoint, LLC	001-68714	Generator maintenance @ Grimes Ln LS - 03/09/17 - LS, TD	157.70		157.70	
Cummins Crosspoint, LLC	001-68715	Generator maintenance @ Fieldstone LS - 03/09/17 - LS, TD	237.50		237.50	
Cummins Crosspoint, LLC	001-68718	Generator maintenance @ South BS - 03/09/17 - BS, TD	300.20	300.20		
Earth Tool Company, LLC (HammerHead)	150123	Summer point repair patches S8x48 PUR17-108	5,157.46	2,062.98	3,094.48	
Environmental Systems Research Institute, INC ESRI	93262828-CBU	ArcGIS for desktop primary maintenance to 04/30/18 - DIR	4,400.00	1,760.00	2,640.00	
Eurofins Eaton Analytical, INC	S265655	Testing - IOC & VOC of drinking water - annual - LAB, DR	400.00	400.00		
Eurofins Eaton Analytical, INC	S271646	ICP-MS Metals scan and immediate verbal report - ENV	72.00	72.00		
Eurofins Eaton Analytical, INC	S272602	TTHM & HAA5 testing required for drinking water - LAB, DR	1,710.00	1,710.00		
Eurofins Eaton Analytical, INC	S272637	LT-2 Cryptosporidium, Ecoli testing - MN	455.00	455.00		
Eurofins Eaton Analytical, INC	S272735	2 ICP-MS Metals scan @ W Church Lane - ENV	24.00	24.00		
Eurofins Eaton Analytical, INC	S273127	Dissolved & total organic carbon, SUVA, UV testing - MN	185.00	185.00		
Everett J Prescott, INC	5170627	24 x 30 meter pit, part #MP-24X30 PUR16-436	1,716.60	1,716.60		
Everett J Prescott, INC	5178860	Full seal clamps 10@\$7.11; 9@\$42.31 PUR16-453	2,051.89	2,051.89		
Everett J Prescott, INC	5179311	Brass Wye Branch 2 Inlets IP (Mueller part #H15341) PUR16-457	375.00	375.00		
Everett J Prescott, INC	5184612	Full seal clamps -6"x15" & 6"x7.5" - PUR16-474	593.06	593.06		
Everett J Prescott, INC	5193796	3" Omni C2 meter & access for IU Luddy Hall TD17-27	3,291.70	1,316.68	1,975.02	
Everett J Prescott, INC	5196404	20"x30" Meter Pit Extension Rings, MPXR-20X30 PUR17-120	2,414.40	2,414.40		
Everett J Prescott, INC	5200518	Part#50303-510M MXU NP SP, Part#50304-510M MXU NP DP -TD17-61	3,388.00	1,355.20	2,032.80	
Fastenal Company	INBLM189899	Credit memo for 5 returned Grade 80 SGG from inv#INBLM189679- TD	(1,133.95)	(453.58)	(623.67)	(56.70)

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 04/07/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Fastenal Company	INBLM196824	Restock supplies in machine - 03/03/17 - PUR	238.86	115.69	123.17	
Fastenal Company	INBLM196998	Restock supplies in machine - 03/10/17 - PUR	115.68	61.26	54.42	
Fastenal Company	INBLM197101	Misc hex bolts & nuts - stock for meter service - MS, TD	1,062.68	425.07	637.61	
Fastenal Company	INBLM197130	Restock supplies in machine - 03/17/17 - PUR	173.63	79.79	93.84	
Fisher Scientific Company, LLC	1496930	8 pk 7cm fiber filters, 10 pk 2.5cm fiber filters - BP	2,009.30		2,009.30	
Fisher Scientific Company, LLC	1655618	10 pk 2.5cm fiber filters - LAB, BP	758.10		758.10	
Fisher Scientific Company, LLC	2921736	2 Orion 9157BNMD Triode 3-in-1 ph probe for lab ph meter - MN	732.88	732.88		
Fisher Scientific Company, LLC	4339353	1 PH meter - MN	931.15	931.15		
Fisher Scientific Company, LLC	4954668	1000ML Volumetric flask, yellow & blue pipette tips - MN	496.88	496.88		
Fisher Scientific Company, LLC	5149066	Micro-pipette 100-1000 UL, Omnipore .45UM 13MM - MN	458.37	458.37		
Fisher Scientific Company, LLC	5422432	1 pk plastic bottles 500ml - MN	73.83	73.83		
Fisher Scientific Company, LLC	5797010	Micro-pipette 10-100UL - MN	325.30	325.30		
Fisher Scientific Company, LLC	6130512	PB-900 Series 6-paddle programable jar tester - MN	3,232.78	3,232.78		
Freedom Business Solutions, LLC	9728	Toner cartridge for HP4300 - ACCT	109.00	43.60	65.40	
Government Utilities Technology Service, INC	031724	GenaWare renewal - GenaMap Power Licenses to 12/31/17 - DIR	4,312.50	1,725.00	2,587.50	
HACH Company	10335768	Sample vials for turbidity meter - MN	191.67	191.67		
HACH Company	10345786	Ammonia monochloramine, acid surfactant wash & misc - MN	936.18	936.18		
HACH Company	10347694	DB free chlorine TNT+ - MN	38.05	38.05		
HACH Company	10357551	1 Calibration set for turbidity meter - MN	349.00	349.00		
HD Supply Facilities Maintenance - (USA Bluebook)	196454	15-ft core pro sampler; 5-ft bottom section w/valve DR17-027	465.01		465.01	
HD Supply Waterworks, LTD	G392363	ENG16-082-DUP 6' valve box cleaner #53966	250.95	250.95		
HP Products Corporation	I2954316	23 bx blue nitrile indust PF Gloves XL - BP	202.63		202.63	
HP Products Corporation	I2957897	7 bx blue nitrile indust PF Gloves XL - BP	61.67		61.67	
HP Products Corporation	I2963181	Perfect touch Hot cups, tissue, m-fold towels, solo hot cups - SC	565.86	226.34	339.52	
HP Products Corporation	I2980721	2 cs HP can liners, 10 bx XXL blue nitrile indust gloves - DR	123.56		123.56	
HP Products Corporation	I2981373	10 bx large & x-large each blue nitrile Indust gloves-DR	111.80		111.80	
Indiana Geographic Information Council, INC	Chuck Winkle2017	Annual memberships - C. Winkle ENG17-015	45.00	18.00	27.00	
Indiana Geographic Information Council, INC	Joan Colon 2017	Annual memberships - J. Colon ENG17-015	45.00	18.00	27.00	
Indiana Oxygen Co	08435297	Monthly cylinder rental - DR	130.14		130.14	
Indiana University Health Bloomington, INC	00036587-00	Drug screen DOT 5 Panel E Screen-1 Dillman employee 11/03/16-DR	29.00		29.00	
Indiana University Health Bloomington, INC	00036590-00	Drug screen breath alcohol test - 1 Dillman Employee 11/03/17-DR	29.00		29.00	
Indiana University Health Bloomington, INC	00040296-00	Vaccine Hep B, Admin toxoid single for 1 T&D employee 02/01/17-TD	93.00	37.20	51.15	4.65
Indiana University Health Bloomington, INC	00040924-00	PE Respirator clearance for 1 Monroe employee - 02/15/17 - MN	140.00	140.00		
Indiana University Health Bloomington, INC	00041544-00	Drug Screen DOT 5 Panel E Screen 1 T&D employee 02/28/17 - TD	43.00	17.20	25.80	



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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Indiana University Health Bloomington, INC	00041547-00	Drug Screen DOT 5 Panel E Screen 1 T&D employee 02/28/17 - TD	43.00	17.20	25.80	
Indiana University Health Bloomington, INC	00041548-00	Drug Screen DOT 5 Panel E Screen 1 T&D employee 02/28/17 - TD	43.00	17.20	25.80	
Indiana University Health Bloomington, INC	00041549-00	Drug Screen DOT 5 Panel E Screen 1 T&D employee 02/28/17 - TD	43.00	17.20	25.80	
Indiana University Health Bloomington, INC	00041550-00	Vaccine Hep B, Admin toxoid single for 1 TD employee-03/01/17-TD	93.00	37.20	51.15	4.65
Interstate All Battery Center of Bloomington, INC	1903301006532	9 Batteries - stock for meter service - MS, TD	324.00	129.60	194.40	
Irving Materials, INC	10379389	S16-6006 - Concrete - Main break @ 3rd & Maple St. - TD	1,087.50	543.75	543.75	
Irving Materials, INC	10383242	S16-6006 - Concrete - 3rd & Fairview - TD	1,065.00		1,065.00	
Irving Materials, INC	10383648	Concrete - Storm @ 1807 South Highland - SW, TD	731.00			731.00
Irving Materials, INC	10383649	S16-6006 - Concrete - 3rd & Fairview - TD	1,896.00		1,896.00	
Irving Materials, INC	10384390	Concrete - Storm @ Canada Dr & Claybridge - SW, TD	179.00			179.00
Irving Materials, INC	10384537	Concrete - Sewer @ 10th & Indiana - TD	181.50		181.50	
J&S Locksmith Shop, INC	161884	3 Air filters - stock for garage - SW, TD	67.05	26.82	36.88	3.35
J&S Locksmith Shop, INC	162036	3 Keys made - PUR	10.50	4.20	6.30	
Jason Krothe (Hydrogeology, INC)	001	S17-6104 - Phase II - S Central Interceptor to 03/05/17 - ENG	7,312.12		7,312.12	
JCI Jones Chemicals, INC	714717	Sodium hypochlorite - 4,678 @ .7500 delivered 03/01/17 - MN	3,508.50	3,508.50		
JCI Jones Chemicals, INC	715035	Sodium hypochlorite - 4,608 @ .7500 delivered 03/07/17 - MN	3,456.00	3,456.00		
JCI Jones Chemicals, INC	715036	Sodium hydroxide 11.486 @ 524.00 delivered 03/07/17 - MN	6,018.66	6,018.66		
Kirby Risk Corp	S109159870.001	MH175/U light bulbs, C70S62/M Isodium light bulbs - MN	158.43	158.43		
Kirby Risk Corp	S109160496.001	6 MH250U light bulbs - MN	99.96	99.96		
Komline Sanderson Engineering Corporation	42034276	Lower belt for belt press, 47"5", K-S 4059 BP17-26	1,402.59		1,402.59	
Koorsen Fire & Security, INC	4130127	4 2.5# ABC fire extinguishers for T&D vehicles - TD	160.00	64.00	96.00	
Koorsen Fire & Security, INC	4140542	Quarterly fire alarm monitoring - SC	95.97	38.39	57.58	
Koorsen Fire & Security, INC	4161111	Semi-annual Backflow preventor testing - SC	173.40	69.36	104.04	
Kroger Limited Partnership I	202290	Food and soda for LMC meeting - 03/15/17 - DR	11.30		11.30	
Lawson Products, INC	9304749352	Misc o-rings, washers, drill bits, nylon ty-rap - BP	240.78		240.78	
Lawson Products, INC	9304766956	Misc screws, washers, nuts, sockets, drill bits for maint - DR	469.75		469.75	
Lawson Products, INC	9304774095	25 Hex cap screws - stock for maint - DR	99.44		99.44	
Linko Technology, INC	5012	Annual software maintenance & support plan to 03/31/18 - DIR	4,715.00		4,715.00	
Logical Concepts, INC (Omnisite)	55075	Repair Omni box @ police dept lift station - LS, TD	96.00		96.00	
Maddox Industrial Group, INC	151209	Repair acid bath for UV cleaning of bulbs & sleeves BP17-17	8,950.00		8,950.00	
Menards, INC	55714	4 G20 Led Pen Light - stock for meter service - MS, TD	43.96	17.58	26.38	
Menards, INC	56363	18" Concrete stakes, vice grips - TD	81.69	32.68	44.93	4.08
Menards, INC	56391	Vacuum, misc paint, painting supplies, flex seal - MN	466.03	466.03		
Menards, INC	56482	13' folding ladder, ratchets, putty knife - MN	156.87	156.87		
Menards, INC	56556	Lock tubing, 1" brass ball valve, insert adpt, coupler - MN	115.97	115.97		
Midwest Color Printing, INC	9567-CBU PORTION	250 Business cards for D Gramlich - Admin17-025	37.75	37.75		

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Monroe County Government	032017-COBU	Misc copies made - Feb 2017 - ENG	55.00	22.00	33.00	
Northern Safety Co., INC	902324461	2 Restraining lanyards, 2 climbing harnesses TD17-107	890.88	356.35	534.53	
Northern Safety Co., INC	902328532	Protective equipment, glasses & gloves - BP17-48	301.35		301.35	
Northern Safety Co., INC	902328533	2 S/A Prostretch 6' - TD17-107	204.00	81.60	122.40	
Northwest Energy Efficiency Council	8981	Building Operator Certification 2017 Dues-N. Hendon ADMIN17-030	65.00	26.00	39.00	
Nugent, INC (Utility Supply Company)	1211508	M66 locator repair for unit #599 PUR17-121	232.71		232.71	
Pace Analytical Services, INC	1750058836	Testing - 1631 E Mercury @ Dillman WWTP - 02/14/17 - DR	540.00		540.00	
Pace Analytical Services, INC	1750059083	Annual sampling of Hall Signs effluent - 02/21/17 - ENV	270.00		270.00	
Paragon Micro, INC	752084	NVIDIA Quadro K1200 for DVI Graphics card-J Stephens in Eng-DIR	319.99	128.00	191.99	
Paragon Micro, INC	756409	Ergonomic keyboard and mouse for K Robertson - ACCT, DIR	114.99	46.00	68.99	
Paragon Micro, INC	756468	Samsung 22" LED monitor for J Stephens - ENG, DIR	334.50	133.80	200.70	
Paragon Micro, INC	757518	Samsung 22" LED monitor - J Colon in Engineering - DIR	167.25	66.90	100.35	
Pitney Bowes, INC	20822235 02/2017	Reserve account postage for acct #20822235 - Jan & Feb - ACCT	1,964.12	795.35	1,168.77	
Rachel M Atz	Admin17-038	Parking & meal reimbursement-AWWA Conf in Indpls 01/31-02/01-DIR	29.00	29.00		
Ricoh USA, INC	5047331864	Ricoh copier maintenance - 03/01-03/31/17 @ Dillman - DIR	13.00		13.00	
Robinson & Associates, INC	11396	Mechanical seal kit for Vogelsang pump - DR	2,020.98		2,020.98	
Rogers Group, INC	0071156716	S16-6006, S17-6103 - Misc stone - Water - 2/15-2/17/2017 - TD	769.11	146.35	622.76	
Rogers Group, INC	0071156850	S16-6006 - #53 Stone - 2/24/2017 - TD	171.99		171.99	
Rogers Group, INC	0071156851	S16-6006 - #53 Stone - 2/22-2/23/2017 - TD	346.10		346.10	
Rogers Group, INC	0071157002	S17-6103 - # 53 Stone - 2/27/2017 - TD	84.47		84.47	
Rogers Group, INC	0071157003	S16-6006 - Misc stone - Stock - 2/27-3/3/2017 - TD	881.48	145.76	735.72	
Rogers Group, INC	0072059502	S17-6103 - #53 Stone - TD	46.61		46.61	
Safeguard Business Systems, INC	032031887	Cashiers deposit tickets QTY 300 - BC17-009	62.81	25.12	37.69	
Schaeffer Manufacturing Company	RW5284-INV1	Compressor oil, food grade grease - MN	648.90	648.90		
Schaeffer Manufacturing Company	RW5288-INV1	Chain grease, lube, 2-cycle oil, food grade grease - MN	437.58	437.58		
Service Express INC	225036 - CBU	CBU portion of Poweredge - 04/01-06/30/17 - SC, MN, DR, DIR	1,215.00	768.00	447.00	
South Central Community Action Program INC	2017-02	Admin expenses for Assistance Program - Jan-Feb 2017 - ACCT	439.98	175.99	241.99	22.00
Southside Rental Center, INC	01-211963-01	4 Propane tanks for fork-lift trucks - SC	98.60	39.44	59.16	
Staples Contract & Commercial, INC	3331007112	HP 72 Black ink cartridge for Eng. Plotter - PUR	80.49	32.20	48.29	
Staples Contract & Commercial, INC	3331007157	15" HDMI cable - MN, ADMIN	9.50	9.50		
Staples Contract & Commercial, INC	3332720494	Card holder, pencils, paper, highlighters - MN	78.12	78.12		
Staples Contract & Commercial, INC	3332720497	4 Filler paper - MN	5.60	5.60		
Staples Contract & Commercial, INC	3332720499	4-Drawer file cabinet, hanging folders, label tabs - MN	366.07	366.07		
Staples Contract & Commercial, INC	3332854596	2 HP Bond paper - ENG, PUR	42.30	16.92	25.38	

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 04/07/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Staples Contract & Commercial, INC	3332854602	Stapler, pens, sharpies, post-its, kleen wipes - TD	43.81	17.52	24.10	2.19
Staples Contract & Commercial, INC	3332854607	Purell, post-its, shelf, inter-dept envelopes, sorter - ACCT	87.75	35.10	52.65	
Staples Contract & Commercial, INC	3332854640	Batteries, calculator, memo book, markers, clips - DR	45.42		45.42	
Staples Contract & Commercial, INC	3332854660	Insten displayport male to HDMI female adapter - MN, DIR	12.50	12.50		
Staples Contract & Commercial, INC	3332854661	Logitech MK750 USB Wireless Keyboard - T Gholson - PUR, DIR	89.99	36.00	53.99	
Staples Contract & Commercial, INC	3333297326	.7mm refillable pencils - MN	24.00	24.00		
Staples Contract & Commercial, INC	3333297329	Hanging file folders, clip board 2/pk - MN	104.85	104.85		
Staples Contract & Commercial, INC	3333411003	Office chair - CS	198.71	79.48	119.23	
Staples Contract & Commercial, INC	3333411004	Office chair - CS	241.21	96.48	144.73	
Staples Contract & Commercial, INC	3333411005	Office chair - CS	198.71	79.48	119.23	
Staples Contract & Commercial, INC	3333411011	Rubbermaid desk-side recycle container - PUR	2.37	.95	1.42	
Staples Contract & Commercial, INC	3333411012	Desk rack, dividers, pens, scissors - ADMIN, PUR	161.37	64.55	96.82	
Staples Contract & Commercial, INC	3333411021	2 30x Magnifier glass - ACCT	13.08	5.23	7.85	
Suburban Laboratories, INC	142952	Pretreatment sampling & analysis - Hall Signs Outfalls - ENV	645.00		645.00	
Suburban Laboratories, INC	143091	TCLP Metals, VOC's, SVOC's, Filter, Solids @ Blucher - ENV	620.00		620.00	
Suburban Laboratories, INC	143092	TCLP Metals, VOC's, SVOC's, Filter, Solids @ Dillman - ENV	1,240.00		1,240.00	
Suburban Laboratories, INC	143093	TCLP Metals, VOC's, SVOC's, Filter, Solids @ Monroe - ENV	1,860.00	1,860.00		
Terry A Sturgeon	PUR17-131	Mileage reimbursement for call-outs 01/01-02/25/17 - PUR	17.28	17.28		
Triana K Johnson	CS17-014	Reimbursement for Notary & instant access fee - CS, ACCT	11.22	4.49	6.73	
Tri-State Bearing Co, INC	105604-00	Seal #HAR32X52X8 - DR	26.14		26.14	
United Parcel Service, INC	0000430948097	Shipping charges - DIR, LAB, DR, MS, PUR	103.19	50.46	52.73	
United Parcel Service, INC	0000430948107	Shipping charges - 03/06/17 - DIR, MN, PUR	64.41	24.34	40.07	
United Parcel Service, INC	0000430948117	Shipping charges - 03/15/17 - MN, PUR	31.10	31.10		
US Fabrics, INC	26821	S17-6103 Geosynthetic fabric for pad pours PUR17-118	1,515.00		1,515.00	
W.W. Grainger, INC	9340057356	6 pair of safety glasses - stock - TD	21.00	8.40	12.60	
Xylem Water Solutions USA, INC	3556945802	Replacement volute for flygt pump - BP17-41	1,584.00		1,584.00	
Young Trucking, INC	91830	Hauling sludge from Blucher WWTP - 03/01-03/03/17 - BP, ENV	1,935.21		1,935.21	
Young Trucking, INC	91885	Hauling sludge from Blucher WWTP - 03/07-03/09/17 - BP, ENV	2,007.07		2,007.07	
Young Trucking, INC	91886	Hauling sludge from Dillman WWTP - 03/06/17 - DR, ENV	9,284.38		9,284.38	
Grand total:			207,383.32	83,890.55	122,596.60	896.17

**UTILITIES SERVICE BOARD MOTION  
MEETING ON APRIL 03, 2017  
UTILITY BILLS**

To:	Utilities Service Board	From:	Kim Robertson
Dept.		Dept.	Accounts Payable
Sub:	Claims list filed: 03/29/17 4/3/2017	Date:	03/29/17
	For Period: 03/10/17 - 03/29/17	Paydate:	03/30/17
	G/L Date: 03/30/17		

Utilities Department invoices filed with the City Controller March 29, 2017 and signed by the Utilities Service Board for payment March 30, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	38,973.01
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u>\$38,973.01</u>
Wastewater Operations & Maintenance	13,710.95
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u>\$13,710.95</u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u>\$0.00</u>
<b>Total Water Utility:</b>	<u><b>\$38,973.01</b></u>
<b>Total Wastewater Utility:</b>	<u><b>\$13,710.95</b></u>
<b>Total Stormwater Utility:</b>	<u><b>\$0.00</b></u>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<u><b>\$52,683.96</b></u>

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 03/30/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	850788637 03/17	Long distance charges - February 2017 - BP, DR, MN	5.98	1.57	4.41
AT&T	8123347689 03/17	Service - Utilities - Inv#812334768903 - 03/07-04/06/17	132.04	52.82	79.22
AT&T Mobility II, LLC	03/17/17	Service-All accounts-Inv#287268772596x03192017-2/17	2,337.49	955.53	1,381.96
AT&T Mobility II, LLC	8123600681 3/17	Service-D Steury-Inv#287273058032x03192017-02/12	88.66	88.66	
DirecTV, LLC	30894494845	Service - Blucher Poole - 03/10-04/09/17 - BP	57.24		57.24
DirecTV, LLC	30908843597	Service - Dillman WWTP - 03/12-04/11/17 - DR	52.99		52.99
DirecTV, LLC	30910170875	Service - Monroe WTP - 03/12-04/11/17 - MN	52.99	52.99	
Duke Energy	03/30/17	Service - Feb - Mar 2017 - SC, GR, TD, BS, DR, LS, ENV	7,663.80	3,835.41	3,828.39
Duke Energy	41003538018 3/17	Service - 01/16-03/09/17 - BS, TD, LS	4,746.46	2,623.47	2,122.99
Smithville Telephone Co Inc	8128241616 03/17	Service - SE Pumping Station - 02/20-03/19/17 - BS	96.52	96.52	
State Of Indiana	01/31/17 CBU	Water usage - 01/01-01/31/17 - MN	15,135.35	15,135.35	
State Of Indiana	02/28/17 CBU	Water usage - 02/01-02/28/17 - MN	14,026.62	14,026.62	
Vectren	N0814658 03/17	Service - SC Booster Station - 02/08-03/08/17 - BS	83.52	83.52	
Vectren	N0833866 03/17	Service - Blucher WWTP - 02/07-03/07/17 - BP	2,344.42		2,344.42
Vectren	N1035813 03/17	Service - Monroe WTP - 02/02-03/02/17 - MN	1,745.38	1,745.38	
Vectren	N1059811 03/17	Service - Dillman WWTP - 02/02-03/02/17 - DR	3,362.17		3,362.17
Vectren	N1078457 03/17	Service - Service Center - 02/08-03/08/17 - SC	687.93	275.17	412.76
Vectren	N1236302 03/17	Service - Tamarron LS - 02/07-03/07/17 - LS	64.40		64.40
Grand total:			52,683.96	38,973.01	13,710.95

WIRE TRANSFERS, FEES & PAYROLL FOR THE MONTH OF MARCH, 2017

INDIANA DEPARTMENT OF REVENUE (SALES TAX - FEBRUARY 2017)	\$0.00
INDIANA DEPARTMENT OF REVENUE - RECEIPTS TAX 1ST QUARTER UTILITY RECEIPTS TAX	\$0.00
NPC CHARGE CARD FEES - FEBRUARY, 2017	\$0.00
FIRST FINANCIAL ACCOUNT ANALYSIS FEES - FEBRUARY, 2017	\$0.00
GROSS PAYROLL 3/17/2017	\$295,456.88
FICA TAX 3/17/2017	\$21,195.70
GROSS PAYROLL 3/31/2017	\$301,851.58
FICA TAX 3/31/2017	\$21,962.16
<b>TOTAL</b>	<b>\$640,466.32</b>

**UTILITIES SERVICE BOARD MOTION  
MEETING ON APRIL 03, 2017  
CUSTOMER REFUNDS**

To: Utilities Service Board  
Dept.  
Sub: Claims list filed: 03/28/17  
USB: 04/03/2017  
For Period: 03/14/17 - 03/28/17  
G/L Date: 04/07/17

From: Kim Robertson  
Dept. Accounts Payable  
Date: 03/29/17  
  
Paydate: 04/07/17

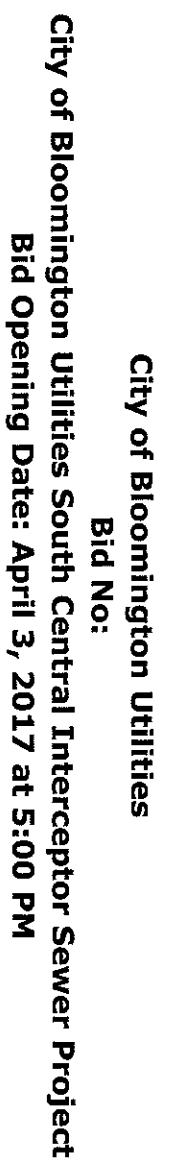
Utilities Department customer refunds filed with the City Controller March 28, 2017 and signed by the Utilities Service Board for payment April 07, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00
Total of Water Utilities as per the invoice list:	<u><u>\$0.00</u></u>
Wastewater Operations & Maintenance	10,212.11
Wastewater Construction	0.00
Wastewater Sinking	0.00
Total of Wastewater Utilities as per the invoice list:	<u><u>\$10,212.11</u></u>
Stormwater	0.00
Stormwater Construction	0.00
Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
<b>Total Water Utility:</b>	<u><u>\$0.00</u></u>
<b>Total Wastewater Utility:</b>	<u><u>\$10,212.11</u></u>
<b>Total Stormwater Utility:</b>	<u><u>\$0.00</u></u>
<b>TOTAL WATER, WASTEWATER &amp; STORMWATER UTILITIES</b>	<u><u>\$10,212.11</u></u>

City of Bloomington Utilities  
Accounts Payable by G/L Distribution Report  
Paydate: 04/07/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Richard Clemens	34794-003	Customer refund	\$6.99	24538	Meter was misread on final bill		\$6.99	
Delta Delta Delta	17318-001	Customer refund	\$9,526.09	24539	Overpayment on each bill since move in (May 2016)		\$9,526.09	
Robert Plummer	8498-016	Customer refund	\$21.38	24540	Overpayment on bills since Dec 2016		\$21.38	
John Vitello	15868-006	Customer refund	\$261.05	24541	Sewer adjustment from leak in March 2017		\$261.05	
Michael C Volini	25669-026	Customer refund	\$51.29	24542	Overpayment on collections payment		\$51.29	
West Side Tractor Sales	200072-009	Customer refund	\$345.31	24543	Temp. Hydrant Deposit		\$345.31	
			<u>\$10,212.11</u>			<u>\$0.00</u>	<u>\$10,212.11</u>	<u>\$0.00</u>
			\$10,212.11					



[illegible]

BLOOMINGTON INDUSTRIAL PRETREATMENT PERMIT

UTILITIES SERVICE BOARD  
AUTHORIZATION TO DISCHARGE UNDER THE  
CITY OF BLOOMINGTON PRETREATMENT PROGRAM

**Circle-Proscio Incorporated**, in accordance with the provisions of the City of Bloomington Municipal Code (Title 10), is authorized to discharge from the approved pretreatment facility at 401 N. Gates Drive, Bloomington, Indiana into the City of Bloomington wastewater treatment system. The permittee is required to comply with effluent limitations, monitoring requirements, and other conditions set forth in Parts I and II hereof.

The permit shall become effective on the date of signature of the President of the Utilities Service Board.

This permit and the authorization to discharge shall expire at midnight April 2, 2022. In order to receive authorization to discharge beyond the date of expiration, the permittee shall submit such information and forms as are required by the Utilities Service Board.

This permit cannot be transferred to any other owner, tenant, successor or assign. Signed this 3rd day of April 2017, for the Utilities Service Board.

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Samuel K. Frank, President  
Utilities Service Board

**Industrial Waste Pretreatment Permit  
Circle-Prosco Incorporated**

**PART I**

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

1. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee is authorized to discharge from Outfall 001 and Outfall 002\*. Such discharge shall be limited and monitored by the permittee as specified below:

**a. Batch Discharge Limitations**

Sampling Point: Outfall 001 - Pretreatment Holding Tank

POLLUTANT DISCHARGE LIMITATIONS			MONITORING REQUIREMENTS			
	Daily Maximum Concentration (mg/l)	Monthly Average (mg/l)	Measurement Frequency	Sample Type	Analytical Method	Detection Limit (mg/l)
Cadmium (T)	0.083	0.05	Each Batch	Grab	3111B	0.002
Chromium (T)	2.08	1.28	Each Batch	Grab	3111B	0.02
Copper (T)	2.54	1.55	Each Batch	Grab	3111B	0.01
Lead (T)	0.52	0.32	Each Batch	Grab	3111B	0.05
Nickel (T)	2.99	1.79	Each Batch	Grab	3111B	0.02
Silver (T)	0.32	0.18	Each Batch	Grab	3111B	0.01
Zinc (T)	1.96	1.11	Each Batch	Grab	3111B	0.005
Cyanide (T)	0.90	0.49	Monthly	Grab	4500 CN E	0.05
TTO (T)	1.60	----	Quarterly	Grab	624 & 625	0.01
pH	5.0 - 10.0	----	Each batch	Grab	4500 H+ B	0.01
Flow	5,000 gallons		Daily			

**b. Local Limits**

POLLUTANT DISCHARGE LIMITATIONS			MONITORING REQUIREMENTS			
	Daily Maximum Concentration (mg/l)	Measurement Frequency (mg/l)	Measurement Frequency	Sample Type	Analytical Method	Detection Limit (mg/l)
Arsenic (T)	0.14	Biannually	Biannually	Composite	200.7	0.053
Cadmium (T)	0.11	Biannually	Biannually	Composite	200.7	0.0034
Chromium (T)	1.53	Biannually	Biannually	Composite	200.7	0.0061
Copper (T)	2.07	Biannually	Biannually	Composite	200.7	0.0054
Cyanide (T)	0.24	Biannually	Biannually	Grab	4500 CN E	0.05
Lead (T)	0.20	Biannually	Biannually	Composite	200.7	0.042
Mercury (T)	0.00014	Biannually	Biannually	Grab	1631 E	0.0000002
Molybdenum (T)	0.17	Biannually	Biannually	Composite	200.7	0.012
Nickel (T)	2.14	Biannually	Biannually	Composite	200.7	0.015

Oil and grease	150	Biannually	Biannually	Grab	1664 A	10
PCBs	0.0001	Biannually	Biannually	Grab	608	0.0001
Phosphorus (T)	17	Biannually	Biannually	Composite	200.7	0.076
Selenium (T)	0.14	Biannually	Biannually	Composite	200.7	0.075
Silver (T)	0.55	Biannually	Biannually	Composite	200.7	0.0070
Zinc (T)	1.00	Biannually	Biannually	Composite	200.7	0.005
pH	5.0 - 10.0	When Sampling	When Sampling	Grab	4500 H+ B	0.01
Flow	5,400 gallons	Daily				

\*(a) Outfall 001 is designated as the combined total of all wastewaters generated from the wastewater pretreatment facility, at its wastewater valve to the City's wastewater system. Outfall 002 is designated as Manhole #8735 and includes wastewater from the Pretreatment Holding Tank, domestic sewage and condenser water.

\*\* (b) The limitation for PCBs is less than the limit of detection (LOD). Compliance with these effluent limitations will be demonstrated if the measured effluent concentrations are less than the limit of quantitation (LOQ).

(c) All pollutant discharge limits in Part I-A-1 are taken from 40 Code of Federal Regulations (CFR) 433.17 Pretreatment Standards for New Sources (PSNS), federal pretreatment standards for new source metal finishers and the City of Bloomington Municipal Code Title 10. Due to wastewater from categorical and non-categorical processes combining prior to pretreatment, equivalent limits were calculated using the Combined Wastestream Formula (CWF) and are in effect for Outfall 001. Equivalent limits were derived from the limits set forth in 40 CFR 433.17 and the application of the CWF. The calculations can be found in Appendix A. Circle-Prosco is also required to maintain compliance with all pollutant discharge limitations in Bloomington Municipal Code Title 10.

(d) Parameters which are to be analyzed biannually shall be done during the months of June and December.

## B. MONITORING AND REPORTING

### 1. Representative Sampling

A representative sample is a sample from a wastestream that is as nearly identical as possible in composition to that in the larger volume of wastewater being discharged and typical of the discharge from the facility on a normal operating day. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. In other words, samples and measurements shall be taken during the permittee's normal working hours.

### 2. Sample collection and handling

Samples collected as required herein shall be preserved and shipped for analysis in accordance with procedures outlined in Volume 40, Code of Federal Regulations, Part 136.

### 3. Reporting

The permittee shall submit monitoring reports to the Utilities Service Board containing results obtained during the previous month and shall be postmarked no later than the 28th day of the month following each completed monitoring period. The first report shall be postmarked by the 28th day of the month following the month in which this permit becomes effective. All reports shall be sent by mail to the following address:

Pretreatment Coordinator  
City of Bloomington Utilities  
P. O. Box 1216  
Bloomington, IN 47402-1216

### 4. Sampling Violations

If sampling performed by the permittee indicates a violation, the user shall notify the Pretreatment Coordinator or the Deputy Director within 24 hours of becoming aware of the violation. Notification by telephone voicemail is acceptable. The permittee shall also repeat the sampling and analysis and submit the results of the repeat analysis within 30 days after becoming aware of the violation.

Pretreatment Coordinator  
City of Bloomington Utilities  
(812) 349-3946

Deputy Director  
City of Bloomington Utilities  
(812) 349-3656

### 5. Definitions

#### a. Effluent Limitations

(1) The arithmetic mean of the parameter values for the effluent samples collected in a calendar month shall not exceed the monthly averages contained in the Discharge Limitation Section, Part I-A-1 of this permit for concentration and/or quantity.

(2) The daily maximum means the concentration value which shall not be exceeded for any singular grab or any composite effluent sample taken during any calendar day.

#### b. Average Discharge Limitation

(1) Weight Basis - The average discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was discharging. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.

(2) Concentration Basis - The average concentration means the arithmetic average (proportional to flow) of all daily determinations of concentration made during a calendar month. Daily determinations of concentration made using a composite sample shall be the concentration of the composite sample. When grab samples are used, the daily determination of concentration shall be the arithmetic average (weighted by flow value) of all the samples collected during the calendar day.

c. Maximum Discharge Limitation

(1) Weight Basis - The maximum discharge means the total discharge by weight during any calendar day.

(2) Concentration Basis - The maximum concentration means the daily determination of concentration for any calendar day.

d. Sample Type

(1) Grab samples are individual samples collected over a period of time not to exceed 15 minutes. Grab samples shall be taken manually. The sample volume depends on the number of analyses to be performed. Grab samples of each separate batch are to be used for reporting purposes.

(2) Composite samples shall be interpreted as a composite of individual aliquot samples taken during wastewater processing hours of the facility and representative of the entire process flow. Individual aliquot samples shall be collected using the flow proportional sampling method where the sample volume is constant and the time interval between samples is proportional to stream flow. Individual aliquot sample volumes shall be dependent on the total volume of sample needed to analyze all required parameters. All samples shall be collected at the pretreatment effluent sample point.

e. Upset

The term upset shall mean an exceptional incident in which there is unintentional and temporary noncompliance with categorical and non-categorical pretreatment standards due to factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed or inadequate treatment facilities, lack of preventative maintenance or careless or improper operation. The upset provision is further defined in 40 CFR 403.16.

f. Bypass

Bypass means the intentional diversion of wastestreams from any portion of the permittee's treatment facility as specified in 40 CFR 403.17.

g. Slug Discharge

A slug discharge is defined as any discharge of a non-routine, episodic discharge, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through or in any other way violate the Publicly Owned Treatment Works' (POTW) NPDES permit and regulations, as well as Local Limits, discharger permit conditions or prohibited discharge standards listed in Bloomington Municipal Code Chapter 10.12.

#### h. Dilute Wastewater

Dilute wastewater means wastewaters generated from processes other than ongoing industrial operations such as non-contact cooling water, condensate, and unpolluted wastewater.

#### 6. Test Procedures

Analytical procedures for samples of pollutants required herein shall conform to regulations published pursuant to Volume 40 CFR Part 136.

#### 7. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall maintain a Chain of Custody record which contains the following information:

- a. The date, exact place, method, and time of sampling;
- b. The name(s) and signature(s) of the person(s) who collected the sample;
- c. The name(s) and signature(s) of the person (s) who transported and received the sample;
- d. The dates the analyses were performed;
- e. The person(s) who performed the analyses;
- f. The analytical techniques or methods used

All analytical data submitted to CBU must be accompanied with the laboratory report and chain of custody. The laboratory report must include the analytical techniques or methods used and the laboratory detection limit for each analysis performed.

#### 8. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Utilities Service Board Monthly Monitoring Report. Such increased frequency shall also be indicated.

#### 9. Records Retention

All records and information resulting from the monitoring activities required by this permit, including all records of analyses performed and calibration and maintenance of instrumentation and recording from continuous monitoring instrumentation, shall be retained for a minimum of three (3) years. This retention period may be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Utilities Service Board.

## 10. Best Management Practices

Documentation of Best Management Practices (BMPs), as required by a categorical Pretreatment Standard, must be submitted with monitoring reports to demonstrate compliance with BMP requirements.

### C. SCHEDULE OF COMPLIANCE

NO COMPLIANCE SCHEDULE APPLIES AT THE TIME OF ISSUANCE OF THIS PERMIT.

### D. ADDITIONAL REPORTING REQUIREMENTS FOR PERMITTEE/DISCHARGER

#### 1. Baseline Report - 40 CFR Part 403.12(b)

Within 180 days after the effective date of a Categorical Pretreatment Standard, or 180 days after the final administrative decision made on a category, whichever is later, existing industrial users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to a POTW (Publicly Owned Treatment Works) will be required to submit to the Utilities Service Board a report containing the information listed in paragraph (b) (1)-(7) of 40 CFR Part 403.12(b). At least 90 days prior to commencement of discharge, New Sources, and sources that become industrial users subsequent to the promulgation of an applicable categorical Standard, shall be required to submit to the Control Authority a report which contains the information listed in 403.12 (b). New sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards.

#### 2. Compliance Date Report - 40 CFR Part 403.12(d)

Within 90 days following the date for final compliance with an applicable pretreatment standard, any industrial user subject to those standards must submit to the Utilities Service Board a report indicating the nature and concentration of all pollutants in the discharge generated from the regulated process which are limited by Categorical Pretreatment Standards.

The report must also state whether applicable standards are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the discharge into compliance. This statement must be signed by an authorized representative of the industrial user.

#### 3. Periodic Reports on Continued Compliance - 40 CFR Part 403.12(e)

The permittee, being subject to the Bloomington Municipal Code Title 10 must submit to the Utilities Service Board, hereinafter known as the Board, monthly monitoring reports or more frequently if required by the Board. The reports shall indicate the nature and concentration of prohibited or regulated substances in the discharge which are limited by the industrial wastewater pretreatment permit. These regulated substances include arsenic, cadmium, chromium, copper, cyanide, lead, mercury, molybdenum, nickel, oil and grease, PCBs, phosphorus, selenium, silver, zinc, TTOs, and pH. Flows are to be reported on the basis of actual measurement, except, where cost or feasibility considerations justify, the Board may accept reports of average and maximum flows



estimated by verifiable techniques. The Board, considering such factors as local high or low flow rates, holidays, budget cycles, or other extenuating factors may authorize submission of the reports on months other than those specified above.

#### E. TTO MONITORING REQUIREMENTS

1. The Total Toxic Organics (TTO) limitation is defined as the summation of all quantifiable values greater than 0.01 mg/l for the toxic organic compounds (TOC) listed below. For each TOC used at the facility, an analysis for that compound must be performed. The sum of all values for each TOC shall not exceed the TTO limitation in Part I-A-1.

#### PRIORITY POLLUTANTS

ACENAPHTHENE  
ACROLEIN  
ACRYLONITRILE  
ALDRIN  
DIELDRIN  
BENZENE  
BENZIDINE  
CARBON TETRACHLORIDE  
CHLORDANE (TECHNICAL MIXTURE AND METABOLITES)  
CHLOROBENZENE  
1,2,4-TRICHLOROBENZENE  
HEXACHLOROBENZENE  
1,2-DICHLOROETHANE  
1,1,1-TRICHLOROETHANE  
HEXACHLOROETHANE  
1,1-DICHLOROETHANE  
1,1,2-TRICHLOROETHANE  
1,1,2,2-TETRACHLOROETHANE  
CHLOROETHANE  
BIS (2-CHLOROETHYL) ETHER  
2-CHLOROETHYL VINYL ETHER (MIXED)  
2-CHLORONAPHTHALENE  
2,4,6-TRICHLOROPHENOL  
PARACHLOROMETA CRESOL  
CHLOROFORM (TRICHLOROMETHANE)  
2-CHLOROPHENOL  
1,2-DICHLOROBENZENE  
1,3-DICHLOROBENZENE  
1,4-DICHLOROBENZENE  
3,3-DICHLOROBENZIDINE  
1,1-DICHLOROETHYLENE  
1,2-TRANS-DICHLOROETHYLENE

2,4-DICHLOROPHENOL  
 1,2-DICHLOROPROPANE  
 1,2-DICHLOROPROPYLENE  
 2,4-DIMETHYLPHENOL  
 2,4-DINITROTOLUENE  
 2,6-DINITROTOLUENE  
 1,2-DIPHENYLHYDRAZINE  
 ENDRIN  
 ETHYLBENZENE  
 FLUOROANTHENE  
 4-CHLOROPHENYL PHENYL ETHER  
 4-BROMOPHENYL PHENYL ETHER  
 BIS (2-CHOROISOPROPYL) ETHER  
 BIS (2-CHLOROETHOXY) METHANE  
 METHYLENE CHLORIDE (DICHLOROMETHANE)  
 METHYL CHORIDE (CHLOROMETHANE)  
 METHYL BROMIDE (BROMOMETHANE)  
 BROMOFORM (TRIBROMOMETHANE)  
 DICHLOROBROMOMETHANE  
 CHLORODIBROMOMETHANE  
 HEPTACHLOR AND METABOLITES  
 HEXACHLOROBUTADIENE  
 HEXACHLOROCYCLOPENTADIENE  
 ISOPHORONE  
 NAPHTHALENE  
 NITROBENZENE  
 2-NITROPHENOL  
 4-NITROPHENOL  
 2,4-DINITROPHENOL  
 4,6-DINITRO-O-CRESOL  
 N-NITROSODIMETHYLAMINE  
 N-NITROSODIPHENYLAMINE  
 N-NITROSODI-N-PROPYLAMINE  
 PENTACHLOROPHENOL  
 PHENOL  
 BIS (2-ETHYLHEXYL) PHTHLATE  
 BUTYL BENZYL PHTHLATE  
 DI-N-BUTYL PHTHLATE  
 DI-N-OCTYL PHTHLATE  
 DIETHYL PHTHLATE  
 DIMETHYL PHTHLATE  
 1,2-BENZANTHRACENE (BENZO (A) ANTHRACENE)  
 BENZO (A) PYRENE (3,4-BENZOPYRENE)  
 3,4-BENZOFUORANTHANE (BENZO(b)FLUORANTHENE)  
 11,12-BENZOFUORANTHENE (BENZO (K) FLUORANTHANE)

CHRYSENE  
 ACENAPHTHYLENE  
 ANTHRACENE  
 1,12-BENZOPERYLENE (BENZO (GHI) PERYLENE)  
 \*DIBENZO (A,H) ANTHRACENE  
 FLUORENE  
 PHENANTHRENE  
 1,2,5,6-DIBENZANTHRACENE (DIBENZO(a,h)ANTHRACENE)  
 INDENO (1,2,3-cd) PYRENE (2,3-O-PHENYLENE PYRENE)  
 PYRENE  
 TETRACHLOROETHYLENE  
 4,4'-DDT  
 4,4'-DDE (p,p-DDX)  
 4,4'-DDD (p,p-TDE)  
 ALPHA-ENDOSULFAN  
 BETA-ENDOSULFAN  
 ENDOSULFAN SULFATE  
 ENDRIN ALDEHYDE  
 HEPTACHLOR EPOXIDE (BHC-HEXACHLOROCYCLOHEXANE)  
 ALPHA-BHC  
 BETA-BHC  
 GAMMA-BHC (LINDANE)  
 DELTA-BHC  
 PCB-1242  
 PCB-1254  
 PCB-1221  
 PCB-1232  
 PCB-1248  
 PCB-1260  
 PCB-1016  
 2,3,7,8-TETRACHLORODIBENZO-P-DIOXIN ( TCDD )  
 TOLUENE  
 TOXAPHENE  
 TRICHLOROETHYLENE  
 VINYL CHLORIDE (CHLOROETHYLENE)

#### F. REOPENING CLAUSE

This permit shall be modified, or alternatively, revoked and reissued, to comply with any applicable effluent limitation or standard issued or approved under section 307 (b) of the Clean Water Act, or Bloomington Municipal Code Title 10, if the effluent limitation or standard so issued or approved:

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
2. Controls any pollutant not limited in the permit.

The permit, as modified or reissued under this paragraph, shall also contain any other requirements of the Clean Water Act or Bloomington Municipal Code Title 10 then applicable.

## PART II

### BLOOMINGTON INDUSTRIAL PRETREATMENT PERMIT

#### A. MANAGEMENT REQUIREMENTS

##### 1. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases or decreases by twenty percent or greater, water use increases or decreases by twenty percent or greater, or process modifications which will result in new, different or increased discharges of pollutants must be reported by submission of a new industrial waste pretreatment permit application prior to the changes being made or, if such changes will not violate the effluent limitations specified in this permit, by notice to the Utility Service Board of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited. Any change in discharge must also be reported to the authorized agent for the City listed under Part I-B-3, above.

The permittee shall promptly notify the Utilities Service Board in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the permittee has submitted initial notification under 40 CFR 403.12(p). The permittee must notify the Utilities Service Board of any planned significant changes to the permittee's operations or system which might alter the nature, quality or volume of its wastewater at least sixty days before the change.

##### 2. Containment Facilities

When cyanide or cyanogen compounds are used in any of the processes at this facility the permittee shall provide approved facilities for the containment of any losses of these compounds in accordance with the requirements of 327 IAC 2-2-1.

##### 3. Slug Control Plan

The permittee shall maintain, implement, and update as needed a slug control plan which aims to prevent an accidental discharge to the sanitary sewer system. The plan must meet the minimum requirements listed in 40 CFR 403.8(f)(2)(v)(A-D). The plan must also contain all necessary information for employees regarding actions to take during and after a spill. A copy of the plan must be kept on file at all times and all relevant employees shall be trained annually on the slug control plan. Training logs with names of employees trained, dates of training, and subjects covered shall be kept on file for a minimum of three years. Inspection logs of chemical storage areas shall be kept on file for a minimum of three years. The plan must be updated when any changes occur at

the facility that could affect the potential for a slug discharge. A copy of the revised slug control plan must be submitted to CBU within 30 days of the revisions.

#### 4. Emergency Condition Notification

An emergency condition is the occurrence of an upset, bypass, or a slug discharge of substances regulated by this permit and/or regulated by 40 CFR Part 403.5, which may prohibit the permittee from complying with any limitation specified in this permit. In the event of an emergency condition, the permittee must provide the following information to the Utilities Service Board within **one hour** of discovery:

- (i) A description of the emergency condition, including the location, type of waste, concentration and volume; and cause of the emergency condition;
- (ii) The period of noncompliance, including exact dates and times or, if not yet corrected, the anticipated time the period of noncompliance is expected to continue;
- (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the emergency condition.

The permittee shall notify the Utilities Service Board by contacting one of the following persons within **one hour** of the discovery:

Deputy Director	Pretreatment Coordinator	Plant Superintendent
City of Bloomington Utilities	City of Bloomington Utilities	Dillman Road WWTP
(812) 349-3656	(812) 349-3946	(812) 824-4900 ext. 101 or 100
(812) 361-4939 (cell)	(812) 327-5410 (cell)	(812) 327-7146 (cell)

24 hr. Utilities Service Center Operator: (812) 339-1444

If contact cannot be made by speaking directly with any of the personnel listed above (leaving a voicemail message is not sufficient), the permittee must call the 24 hr. Utilities Service Center number listed for assistance in contacting them.

The permittee's notification of emergency conditions to the City of Bloomington Utilities does not relieve it of any other reporting requirements that arise under local, state or federal laws.

In addition to notification by telephone, a detailed written submission must be provided within **five days**. The report shall include the information above as well as any new information that arises regarding the cause(s) of the slug discharge or emergency condition, and measures to be taken to prevent similar occurrences in the future.

Additionally, the permittee must immediately notify the Pretreatment Coordinator of any facility changes which might affect the potential for a slug discharge.

#### 5. Operator Certification

The permittee shall have the waste treatment facilities under the direct supervision of an operator certified by the Indiana Department of Environmental Management as required by IC 13-18-11.

#### 6. Facilities Operation

a. The permittee shall at all times maintain in good working order and operate as efficiently as possible, all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

b. The permittee shall utilize a sign-off system and locked cap on outfall 001 to prevent the accidental release of untreated waste.

#### 7. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the sewage treatment plant resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring necessary to determine the nature and impact of the non-complying discharge.

#### 8. Bypassing

Bypass means the intentional diversion of wastestreams from any portion of the permittee's treatment facility as specified in 40 CFR 403.17. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Pretreatment Coordinator, if possible at least 10 days before the date of the bypass. Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited, except (i) where it would be unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit.

#### 9. Interference

Interference" means a discharge that, alone or in conjunction with a discharge or discharges from other sources, does one of the following:

- (1) inhibits or disrupts the POTW, its treatment processes or operations, its sludge processes, selected sludge use or disposal methods;
- (2) Causes a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation;
- (3) Prevents the use of the POTW's sewage sludge or its sludge disposal method selected in compliance with the following statutory provisions, regulations, or permits issued thereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); the rules contained in any sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

## 10. Pass Through

Pass through is defined as a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of violation. The permittee is prohibited from discharging any substance that would cause pass through at the POTW.

## 11. Removed Substances- Slug Discharges Prohibited

Solids, sludges, filter backwash, or other pollutants removed from or resulting from treatment or control of wastewaters shall be disposed of in a manner such as to be in compliance with all Indiana statutory provisions and regulations relative to refuse, liquid and/or solid waste disposal.

Slug discharges of substances regulated by this permit and/or Volume 40 CFR Section 403.5 (b) and/or Bloomington Municipal Code Section 10.12 are prohibited and constitute a violation of this permit.

## 12. Power Failures

When a power source is used to operate wastewater treatment facilities in order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

a. Provide an alternative power source sufficient to operate facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, or

b. Upon the reduction, loss, or failure of one or more of the primary sources of power to facilities utilized by the permittee to maintain compliance with the effluent limitations and conditions of this permit, the permittee shall halt, reduce, or otherwise control production and/or discharge in order to maintain compliance with the effluent limitations and conditions of this permit.

## B. RESPONSIBILITIES

### 1. Right of Entry

The permittee shall allow the Director of Utilities of the Utilities Service Board, and/or their authorized representatives and/or the authorized representatives of the City of Bloomington, upon the presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit; and

b. At any times to have access to and copy any records required to be kept under the terms or conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

### 2. Transfer of Ownership or Control

This permit is not transferable and cannot be assigned to any other party.

### 3. Penalties for False Reporting

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Bloomington Municipal Code Section 10.16.070.

### 4. Permit Modification

After notice and opportunity for hearing, this permit may be modified, suspended, or revoked, in whole or in part, during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

### 5. Toxic Pollutants

Notwithstanding Part II-B-4 above, if a toxic effluent pretreatment standard or prohibition (including any schedule of compliance specified in such effluent pretreatment standard or prohibition) is established under Section 307 (b) of the Clean Water Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent pretreatment standard or prohibition and the permittee so notified.

### 6. Civil and Criminal Liability

Except as provided in permit conditions on "Bypassing" (Part II-A-8) and "Power Failures" (Part II-A-12), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, whether or not such noncompliance is due to factors beyond his control, such as accidents, equipment breakdowns, or labor disputes.

Violation of any term or condition of this permit is punishable by fine of not more than \$2,500 per violation pursuant to Bloomington Municipal Code Section 10.04.110 Penalties. In accordance with the Bloomington Municipal Code Section 10.04.110, each day of non-compliance with a term or condition of this permit may be deemed a separate violation.

### 7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

### 8. Property Rights



The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights or infringement of Federal, State, or local laws or regulations.

#### 9. Severability

The provisions of this permit are severable and if any provision of this permit, or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

#### 10. Construction Permit

The permittee shall not construct, install, or modify any water pollution control facilities without compliance with Bloomington Municipal Code Title 10.

11. The lead operator of the pretreatment system shall be required to tour the Dillman Road Wastewater Treatment Plant a minimum of one time during the duration of this permit.

12. During the duration of the permit, at least one management representative in responsible charge of pretreatment permit compliance shall attend and document a minimum of three contact hours of pollution prevention training.

#### 13. Permit Renewal Application

The permittee shall apply for a permit renewal a minimum of 4 months prior to the expiration of the existing permit.

## PRETREATMENT PERMIT BRIEFING MEMO

Circle-Prosc0, Inc.  
401 N. Gates Drive  
Bloomington, IN 47403  
(812) 339-3653  
Douglas K. Parker  
Contact: Scott Hardy (317) 501-7128  
Waste Treatment Operator

### Facility Description

Circle-Prosc0 Inc. designs, manufactures and supplies surface coatings, cleaners, lubricants and rust preventatives for alloys of aluminum and steel. This company also applies a non-hazardous flux paint onto the surface of aluminum parts. The facility will begin operating a coating line in mid-2017.

### Discharge Description

This permit covers the disposal via the sanitary sewer system of the City of Bloomington an approximately 2500 gallon batch of pretreated wastewater. The wastewater is generated from laboratory research and development operations, chemical formulation, and coating processes.

The facility discharges an average of 2500 gallons per day of production wastewater when discharging. The facility estimates 75% of this wastewater will be from the coating line and 25% of this will be from other production wastewater (non-categorical). The facility does not discharge wastewater generated from production activities each day. The facility discharges an average of approximately 6,000 gallons per month of wastewater generated from production of materials not treated through the coating line. The facility estimates it will discharge an average of approximately 3500 gallons per month of wastewater from the coating line. The facility average 400 gallons per day of domestic wastewater.

### Wastewater Treatment

Holding tanks exist for the accumulation of process wastewater. The pretreatment system is a factory-produced (Advanced Chemical Systems, Inc.) pretreatment system for the precipitation of metals and pH control of non-hazardous waste. The solids generated through precipitation are pumped to tote containers and allowed to further settle. The water is decanted from the tote containers and pumped to the holding tank for treatment. The solids are removed and transported by a licensed waste hauler for disposal. Wastewater samples are collected from the pretreated wastewater holding tank.

### Spill Prevention

Pretreatment /Production area:

The elevation of outfall 001 is approximately 2 feet above the floor and is equipped with a locked cap. A sign-off system is utilized to prevent accidental release of untreated waste to the sanitary sewer through outfall 001.

Product and raw material storage areas:

The concrete flooring in the production and storage areas is designed to capture and hold spilled liquid materials. Its approximate retention volume is 57,750 gallons.

There also exists an alarmed spill prevention system which is activated by the fire alarm and suppression system.

### Selection of Parameters

This facility is regulated by the Metal Finishing Point Source Category found at Volume 40, Code of Federal Regulations (40 CFR) Part 433, Subpart A, Part 433.17, Pretreatment Standards for New Sources (PSNS), and the City of Bloomington Sewer Use Ordinance (Bloomington Municipal Code – Title 10).

Monitoring of each batch is required for cadmium, chromium, copper, lead, nickel, silver, zinc, and pH. Monitoring for cyanide is required monthly and monitoring for TTOs is required quarterly. Semi-annual monitoring in June and December is required for arsenic, cadmium, chromium, copper, cyanide, lead, mercury, molybdenum, nickel, oil and grease, PCBs, phosphorus, selenium, silver and zinc. Limitations and monitoring and reporting requirements are in place for flow at each outfall.

### Calculation of Limits

Limits for this permit were taken from 40 CFR 433.17 and Title 10 of the Bloomington Municipal Code. Equivalent limits were calculated for metal finishing effluent limitations due to dilute, non-categorical wastewater mixing with metal finishing wastewater prior to treatment. These limits apply at the end of treatment. All process wastewater is discharged to the pretreatment system and treated together through a batch treatment process.

Local limits are in effect and apply at the end of pipe.

### Effect on Bloomington POTW

Issuance of this permit is not expected to present a significant impact on the collection or treatment systems.

Permit revised April 2002, by John Langley.  
Permit revised February 2007, by Gavin Merriman.  
Permit revised October 2008, by Shawn Miya  
Permit revised January 2011, by Shawn Miya  
Permit revised February 2012, by Shawn Miya  
Permit revised February 2013, by Tamara Roberts  
Permit revised December 2014, by Tamara Roberts  
Permit revised March 2017, by Tamara Roberts

## Appendix A

### Combined Wastestream Formula Calculations for Equivalent Limits

The facility discharges 1 – 2500 gallon batch on discharge days. Approximately 75% (1875 gallons) will come from coating operations and 25% (625 gallons) from non-categorical operations. The maximum discharge is 2 batches per day, but has not occurred prior to the development of this permit.

The Combined Wastestream Formula was used to calculate equivalent limits. An example is below:

#### **Combined Wastestream Formula**

$$C_T = \frac{\sum_{i=1}^N C_i F_i}{\sum_{i=1}^N F_i} \times \frac{F_T - F_D}{F_T}$$

$C_T$  = Alternative concentration limit for the pollutant in the combined wastestream

$C_i$  = Concentration-based categorical pretreatment standard for the pollutant in regulated stream  $i$

$F_i$  = Average daily flow (at least 30 day average) of regulated stream  $i$

$F_D$  = Average daily flow (at least 30 day average) of dilute wastestream(s)

$F_T$  = Average daily flow (at least 30 day average) through the combined treatment facility (included regulated, unregulated and dilute wastestream(s))

$N$  = Total number of regulated streams

**Equivalent Limits for Cadmium (Daily Maximum):** $C_i = 0.11 \text{ mg/l}$  $F_i = 1875 \text{ gallons}$  $F_D = 625 \text{ gallons}$  $F_T = 2500 \text{ gallons}$  $N = 1$ 

$$C_T = ((0.11)(1875)/1875)) * ((2500-625)/(2500)) = .11*.75 = 0.0825 = 0.083 \text{ mg/l}$$

Fi	Fd	FT
1875	625	2500
	Daily Max (mg/l)	Monthly Avg (mg/l)
Cadmium (T)	0.083	0.05
Chromium (T)	2.08	1.28
Copper (T)	2.54	1.55
Lead (T)	0.52	0.32
Nickel (T)	2.99	1.79
Silver (T)	0.32	0.18
Zinc (T)	1.96	1.11
Cyanide (T)	0.90	0.49
TTO (T)	1.60	

**Discharge data:**

Gallons Discharged per Month		
	2015	2016
jan	7500	2500
feb	15000	10000
mar	5000	7500
apr	5000	5000
may	5000	5000
jun	7500	7500
jul	7500	10000
aug	5000	5000
sep	5000	5000
oct	10000	5000
nov	2500	2500
dec	7500	7500
avg day	2500	2500
avg month	6538	5769

**Categorical Limits - Pretreatment Standards for New Sources (PSNS):**

Categorical Limitations - 433.17

	Daily Maximum Concentration (mg/l)	Monthly Average (mg/l)
Cadmium (T)	0.11	0.07
Chromium (T)	2.77	1.71
Copper (T)	3.38	2.07
Lead (T)	0.69	0.43
Nickel (T)	3.98	2.38
Silver (T)	0.43	0.24
Zinc (T)	2.61	1.48
Cyanide (T)	1.20	0.65
TTO (T)	2.13	----

\*PSNS limitations were used to determine equivalent limitations.



## **UTILITY REIMBURSEMENT AGREEMENT**

### **Unit 3 (Showers Road)**

Agreement Amount: \$ 15,000.00

Agreement Type: Utility Reimbursement

Project No. 1297885

Work Description: Design & Construction

Road: I-69, Section 5 at Showers Road

County: Monroe County, IN

**THIS AGREEMENT**, effective this \_\_\_\_ day of \_\_\_\_\_, 2017, is entered by and between the CITY OF BLOOMINGTON UTILITIES (hereinafter referred to as "CBU"), a public utility corporation, and ISOLUX CORSAN, LLC, a Texas limited liability company, with an address to this effect at 1154 Sunrise Greeting Court Ste. #201, Bloomington, IN 47404 (hereinafter referred to as "ICLLC").

### **RECITALS:**

- A. ICLLC is presently making improvements to certain real estate located in Indiana Public road right of way including but not limited to, public roads in Indiana near and/or along the I-69, Section 5 project Area at Mel Currie Road, Showers Road, Ellis Road and Wylie Road in Monroe County, Bloomington, Indiana.
- B. ICLLC desires to relocate certain CBU water infrastructure including a 6" water main located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road to new locations at Mel Currie Road, Showers Road, Ellis Road, Wayport S.E. Access Road and Wylie Road (the 'Project') along with any and all improvement thereto which, upon completion and acceptance of the relocated facilities, become a part of CBU service distribution system enabling present and future owners and occupants of the property to enjoy the benefits of CBU service.
- C. CBU is agreeable to incorporating such relocated and improved water

infrastructure into its systems upon completion and acceptance of such relocations and improvements where ownership of the relocated and improved facilities passes to CBU without encumbrance.

**WITNESSETH**

In consideration of the premises contained herein the parties agree as follows:

1. The Work based on the engineering plans and data is made available by ICLLC, the accuracy of which is the responsibility of the ICLLC. In order to perform the work, ICLLC hired DLZ Indiana, LLC ("DLZ"), an engineering company approved by CBU, for professional engineering services. Said company is in charge of reviewing and making comments regarding the design of the water infrastructure relocations. As it relates to the design of the water infrastructure relocations, DLZ will take direction from CBU. CBU will give the final approval of said design work, including approval of the engineering plans and data, which approval shall not be unreasonably withheld. Such plans and specifications are set forth in Exhibit A, attached hereto and incorporated by reference herein. CBU acknowledges that DLZ is the engineering firm of record for ICLLC for the I-69 Section 5 Project. CBU waives any conflicts arising from the pre-existing relationship of DLZ and ICLLC, if any.
2. ICLLC agrees to construct the water infrastructure relocations and improvements (the 'Project') in accordance with Exhibit A, using pipeline and other materials which have been approved by CBU. ICLLC also agrees to contract with a water infrastructure installation contractor who has been approved by CBU. Such approvals by CBU shall not be unreasonably withheld.

3. The existing 6" water main located in the State Highway Limited Access Right of Way from N State Road 37 Business Ramp to Wylie Road shall be moved alongside Mel Currie Pike and Showers Road. CBU requires that this new water main be increased to 12" in diameter. CBU shall be responsible for this betterment at a cost not to exceed \$137,372.00, which is the difference in materials and appurtenances of \$114,477.00 plus an additional 20%. CBU shall remit payment to ICLLC within thirty (30) days after the betterment set forth in this Section 3 is complete, said completion to be agreed between ICLLC and CBU.
4. If necessary to materially relocate any utility, ICLLC agrees to provide an easement of proper width and with adequate separation from other utilities to CBU, including but not limited to: a) purchasing the easement; b) preparing the easement plat; c) preparing the "Deed of Easement"; d) coordinating with the property owners to obtain their signatures, and e) providing original documents to CBU for approval. CBU has the right to review and approve the placement of other utilities in these easements; provided, however, that CBU's review and approval shall be in accordance with the standards set forth in the City of Bloomington Construction Specifications for Wastewater, Water, and Storm Projects (Dated April 20, 2012), and the INDOT Utility Accommodation Policy.
5. ICLLC shall issue payment to CBU within thirty (30) days after ICLLC's receipt of the properly completed Application for Payment (and all supporting documentation) submitted by CBU and if the Application for Payment is undisputed, accurate, and complete. CBU shall not issue the final Application for Payment until it has completed all its services which include, but are not limited

to, inspection, testing, and final acceptance of the water infrastructure relocations. CBU will charge for said services, as set forth in Exhibit B, in the estimated amount of \$15,000.00. The parties acknowledge that this is simply an estimate and shall not act as a bar to CBU submitting Payment Applications for amounts in excess of such estimate. Nevertheless and without prejudice to the herein stated, the excess regarding the estimate may not exceed 200% of the given estimate, and CBU agrees to notify ICLLC when it becomes aware the estimate is likely to exceed the original estimated amount of \$15,000.00. ICLLC explicitly recognizes that CBU has provided services in relation to this agreement and previous to execution of this Agreement, said previously provided services shall be charged against the estimated cost described in this Section 4. ICLLC shall issue payment to CBU within thirty (30) days after receipt of the completed, accurate, and undisputed Application for Payment for all services rendered by CBU prior to execution of this Agreement. Notwithstanding anything to the contrary herein, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed to be due on the first Business Day thereafter. Any Application for Payment under this Agreement shall be accompanied by supporting documentation sufficient to justify said application.

6. ICLLC shall not commence construction until it has received CBU's written authorization to proceed, which shall not be unreasonably withheld. ICLLC shall coordinate its construction schedule with CBU in order that CBU can have an inspector assigned and available at appropriate times to determine the acceptability of the workmanship and compliance with Project plans and specifications as the

work progresses. CBU's inspectors and engineers shall have free and unrestricted access to work being performed on the Project, subject to Subsection 5a below, and shall have the authority to order removed any defective material and to require repair or reconstruction of any defective workmanship at ICLLC's cost. Any such removal or repair requests shall be in keeping with the same standards of practice or construction methods that CBU customarily would apply to water relocations if the same were constructed by CBU at its own expense.

- a. CBU employees, agents, contractors, or subcontractors who visit the site(s) shall abide by the safety requirements of the I-69 Section 5 project and the safety rules, orders, and regulations of ICLLC safety staff. Failure to abide by such safety requirements or the rules, orders, or regulations of ICLLC safety staff may result in the CBU employee, agent, contractor, or subcontractor being asked to leave the site until safety requirements are met.
7. Upon satisfactory completion of the Project and after the water infrastructure installation contractor's successful testing of the water infrastructure and approval of all work including restoration, CBU will advise ICLLC in writing of its acceptance of the Project, if the following prerequisites have been achieved to the satisfaction of CBU: a) ICLLC has provided a one year warranty against defective work and defective material which warranty commences after ICLLC has received written approval from CBU that the Project is satisfactorily complete; and b) the Project is free of all liens and/or other claims later arising, against which ICLLC agrees to hold CBU harmless.
8. ICLLC represents, warrants and agrees as follows:

- a. All rights, titles and interests in and to the water infrastructure relocations installed hereunder and all appurtenances thereto installed in public ways and easements shall vest in CBU upon CBU's acceptance thereof and such facilities shall be and remain wholly in the possession and under the control of CBU upon such acceptance. ICLLC shall execute a transfer document to CBU, substantially in the form attached hereto as Exhibit C.
- b. In the event ICLLC fails to complete the Project, it will have no claim against CBU with respect to the work that has been completed and the materials that have been installed, it being agreed that CBU shall have the right, at its option, to take control and ownership of the work completed in the interest of providing utility service to its Customers as it existed prior to the Project.
- c. ICLLC shall hold CBU harmless and indemnify it against any claims, demands, cost and expenses (including reasonable attorney fees and court costs), directly or indirectly arising from and out of all activities of ICLLC and its contractor(s), subcontractor(s) and materialmen, contemplated hereunder.
- d. All water infrastructure relocations and appurtenances thereto installed hereunder shall be installed within a publicly dedicated right of way, or easement purchased by ICLLC and given to CBU as set forth in paragraph 3.
- e. ICLLC shall be responsible for any permits or licenses, including, but not limited to, railroad crossing and erosion and sediment control, and for compliance with all environmental and construction regulations. This explicitly means all permits and/or licenses required by the Indiana Department of Environmental Management, except for the necessary permits

and/or licenses that have been obtained by any third party.

- f. This contract shall not be assigned by ICLLC, without CBU's written consent, to any third party prior to completion of the water infrastructure and acceptance of same by CBU, except as otherwise stated in this contract.
9. The term of the Agreement is from date of execution to acceptance of the Project by CBU. However, if ICLLC fails to commence construction within one (1) year after execution, the Agreement will terminate.
10. The parties agree to the following additional provisions:
- a. The construction and performance of this Agreement shall be governed by and construed in accordance with laws of the State of Indiana. Any and all claims that may be brought by either party under this agreement must be brought in a Monroe County, Indiana court. ICLLC consents to jurisdiction in Monroe County, Indiana.
  - b. If any paragraph, clause, or provision of this Agreement is held invalid by a court of law, such holding of invalidity shall not affect the validity of the remaining paragraphs, clauses and provisions hereof.
  - c. This Agreement supersedes all previous agreements, oral or written, between ICLLC and CBU with respect to the above identified water infrastructure located at Showers Road and represents the whole and entire contract between the parties. It may not be altered, modified, amended or rescinded except in writing properly executed by an authorized representative of ICLLC and CBU.
  - d. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this contract by the parties, their successors and assigns shall

not be deemed a waiver of any rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this contract. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall constitute a continuing waiver only when the writing so states. Such waiver shall be limited to provisions of this contract specifically referred to therein and shall not be deemed a waiver of any other provision.

11. As an Indiana public utility, CBU has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, public roads at I-69, Section 5 project at Showers Road; and

12. It is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement.

13. Transfer and Assignment:

CBU acknowledges, recognizes and accepts that ICLLC has the obligation of naming Indiana Finance Authorization (hereinafter referred to as "IFA") and I-69 Development Partners LLC (hereinafter referred to as "Developer") as third party beneficiaries hereof and hereby agrees to the assignment of ICLLC's right, title and interest hereunder to IFA or Developer without the necessity of CBU's consent.

CBU also acknowledges, recognizes and accepts that IFA and Developer shall have



no liability under this agreement unless and until IFA or Developer receive a written assignment of ICLLC's interests in this Agreement and assume in writing ICLLC's obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

**CITY OF BLOOMINGTON UTILITIES:**

**ISOLUX CORSAN, LLC**

\_\_\_\_\_  
Sam Frank, president  
Utility Service Board

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vic Kelson, Director  
Bloomington Utilities

\_\_\_\_\_  
Name, Printed or Typed

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John Hamilton, Mayor  
City of Bloomington

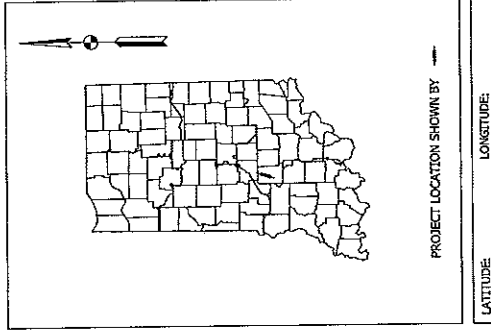
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Position

## **EXHIBIT A – PLANS AND SPECIFICATIONS**

## **EXHIBIT B – PAY RATE SCHEDULE**

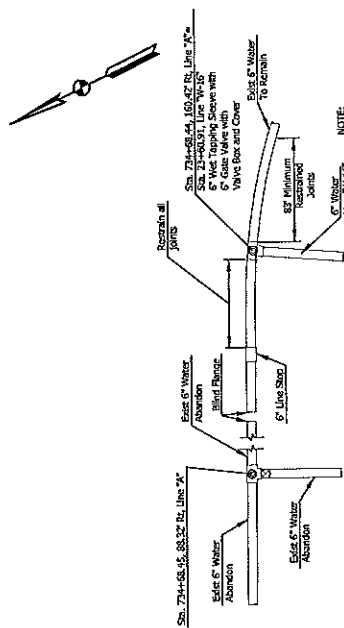
The average pay rate of City of Bloomington personnel working on this Project is \$46.25 per hour.

Sheet No.	Description
1	Cover Sheet
2	General Notes & Detail Sheet
3-4	Detail Sheets
5-11	Water Line "W-15"
12-13	Water Line "W-18"
14	Water Line "W-17"
15-18	Utility Access Sheets
19-21	Redline in Place Sheets



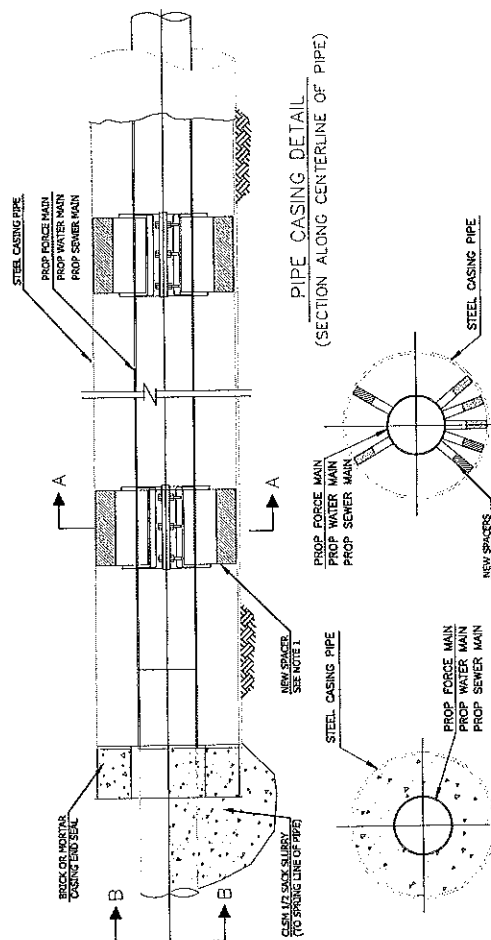
	PLANS PREPARED BY:	<b>D.L.Z. Indiana, LLC</b>	<b>317-633-4120</b>	<div style="float: right;">             SUBMIT BOOK PROJECT CONTRACT           </div>
	PHONE NUMBER			
	CERTIFIED BY:	<i>[Signature]</i>	SHEET <b>1</b> OF <b>21</b>	
	DATE	<b>03/14/2017</b>	PROJECT	
	APPROVED FOR LETTING:		CONTRACT	
			DATE	
				ESTIMATION 120785  DATE 12/27/16





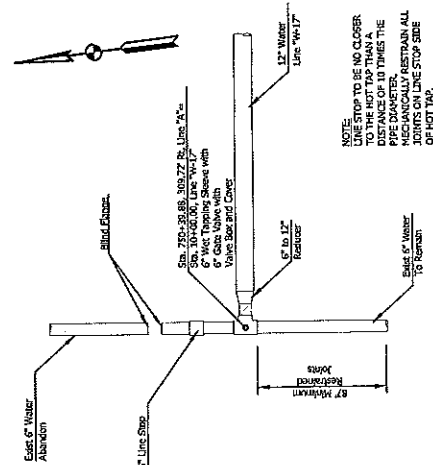
LINE "W-15"

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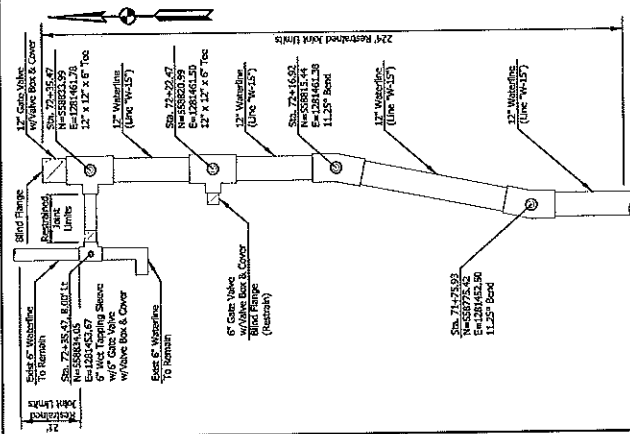
## SECTION 8-B

SECTION A--A



WATER LINE TIE-IN CONNECTION


## TNE "W-17"



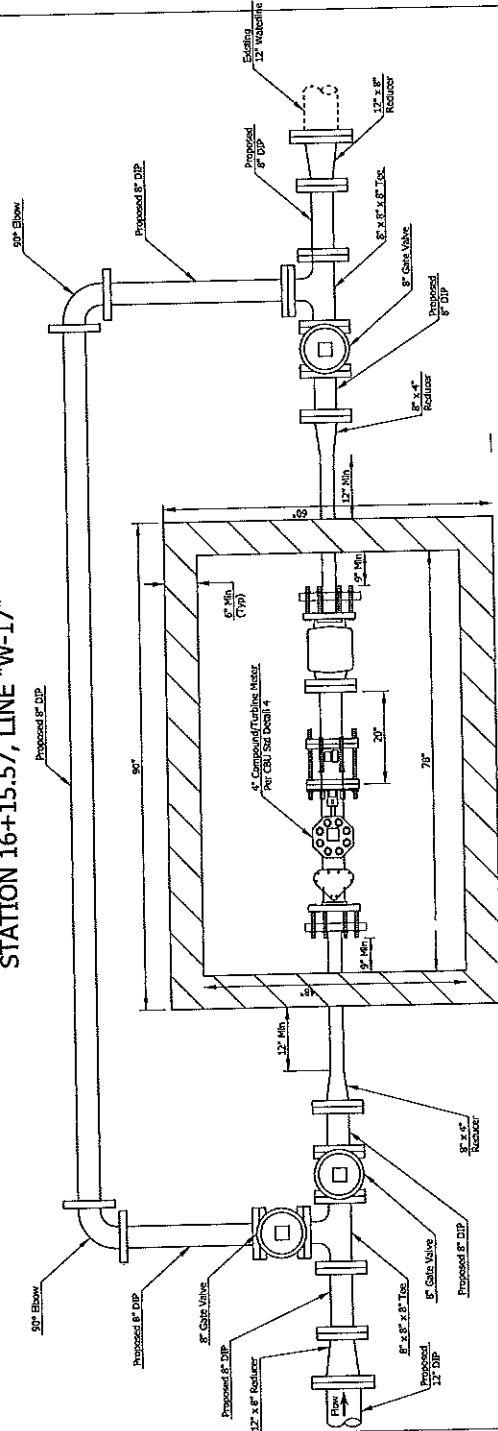
# WATER LINE TIE-IN CONNECTION

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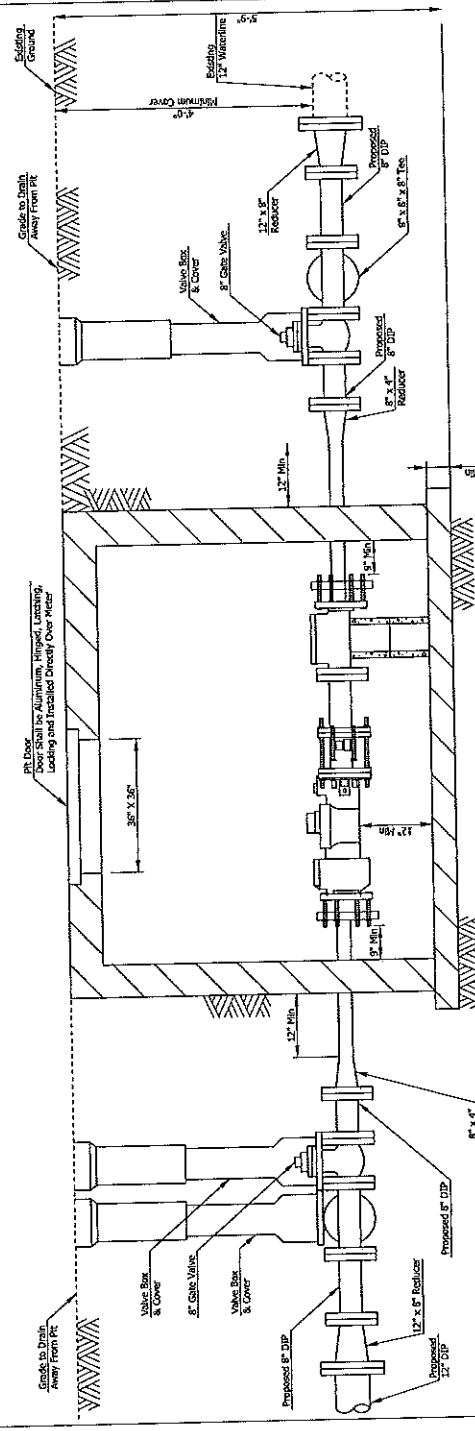
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	<i>Mr. J. H. [Signature]</i>	DESIGN ENGINEER		
	03/14/2017	DATE		
	DESIGNED:	DRAWING:	SUBMIT BRIDGE	DRAW NO.
	CHECKED:	CHECKED:	CONTRACT	PROJECT
		DETAIL SHEET		12/28/05

# STATION 16+15.57, LINE "W-17"

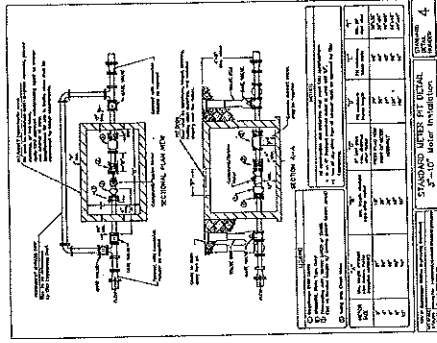


PLAN VIEW  
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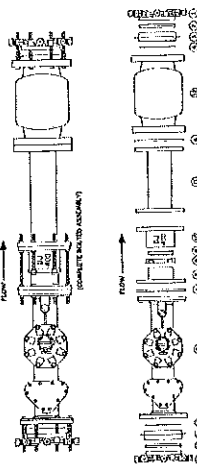


SECTION VIEW  
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Note: Coordinate with  
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Water, Vault & Hydrant



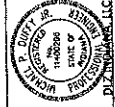
CBU STANDARD METER ASSY EXPLODED VIEW

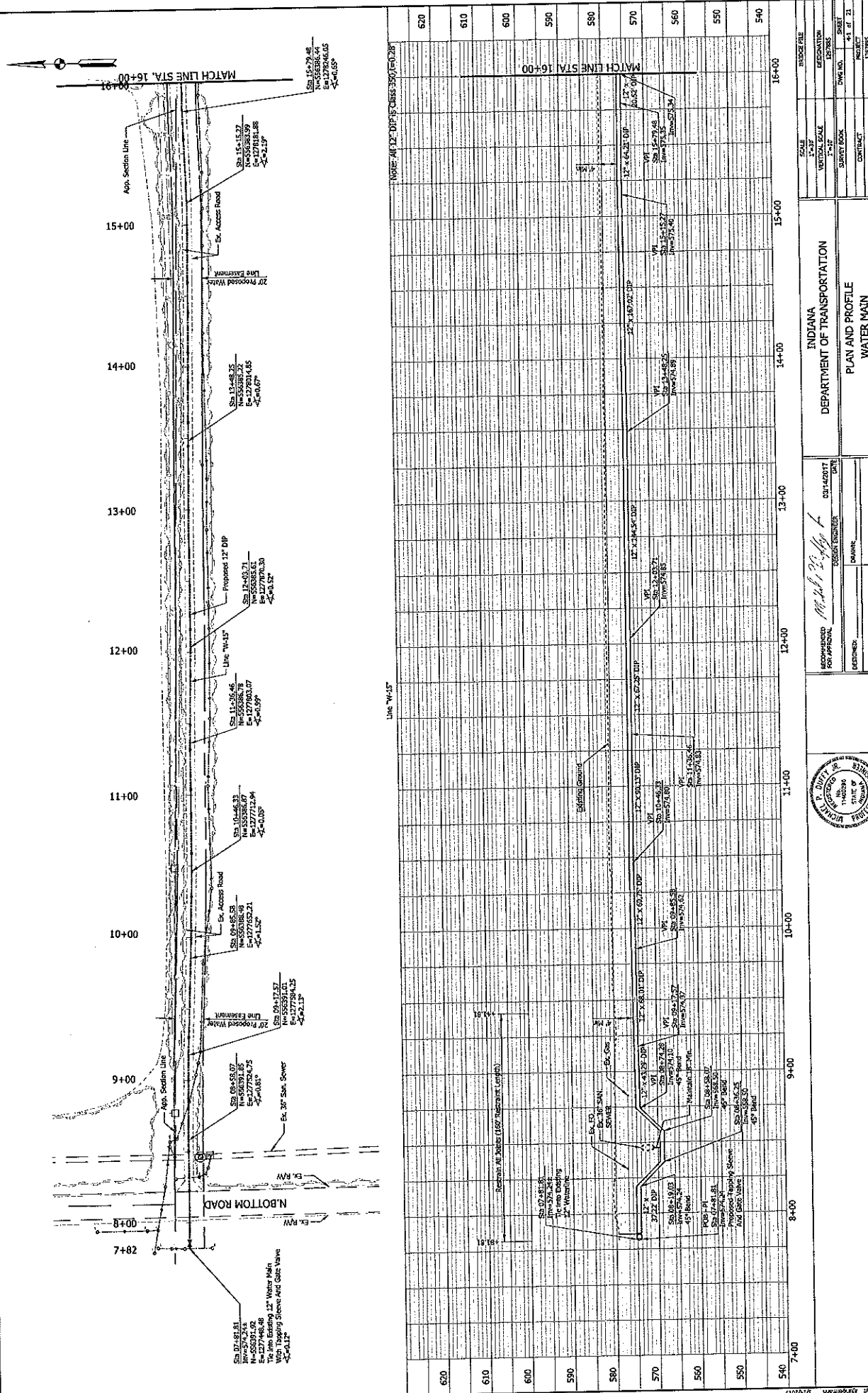


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DETAIL 5

INDIANA DEPARTMENT OF TRANSPORTATION		SCALE	BUDGET FILE
DETAIL SHEET		DISSEMINATION	
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DESIGNED	DRAWN	PROJECT	137985
CHECKED	DATE		



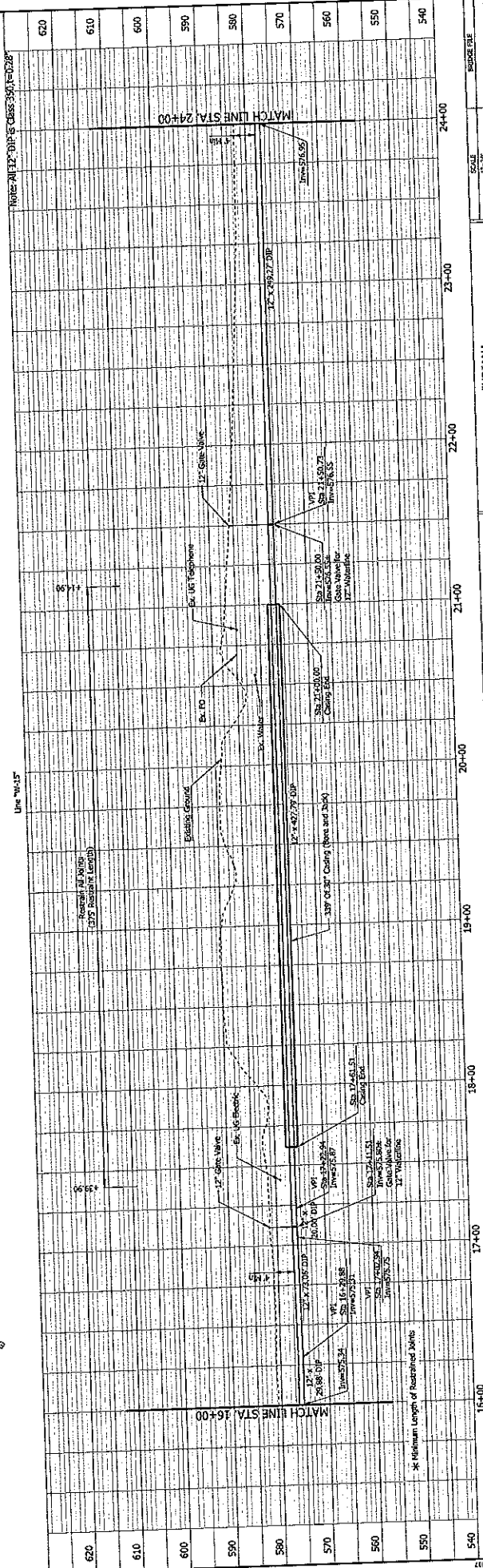
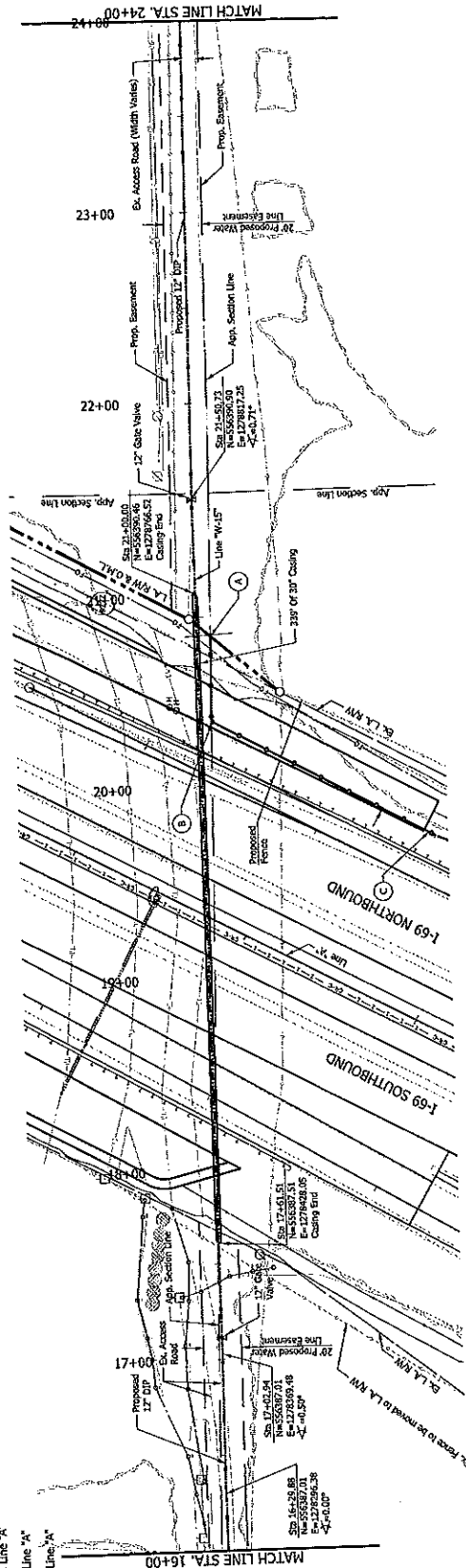


2025 RELEASE UNDER E.O. 14176

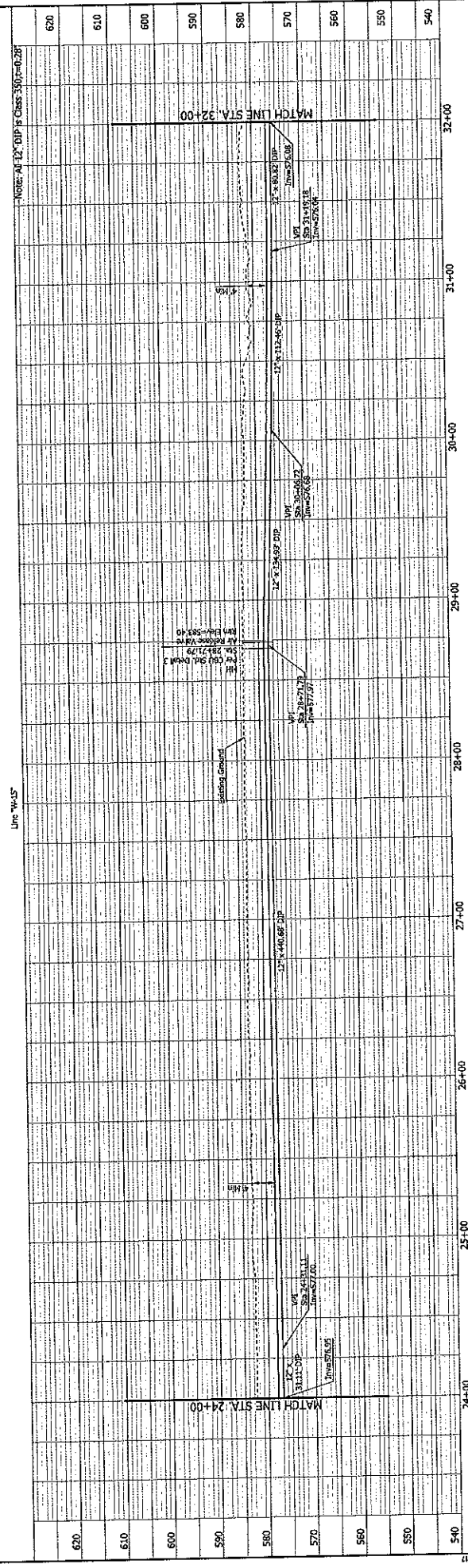
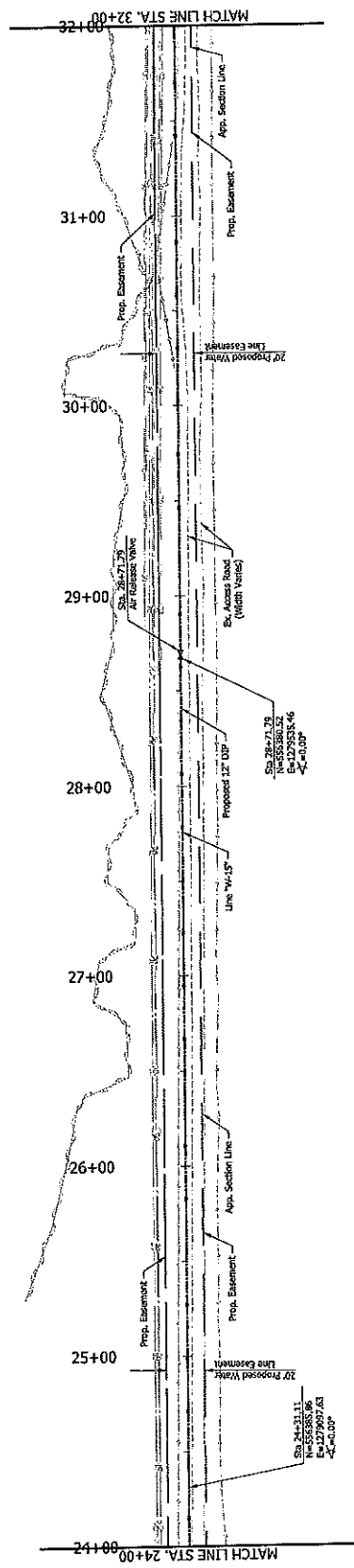





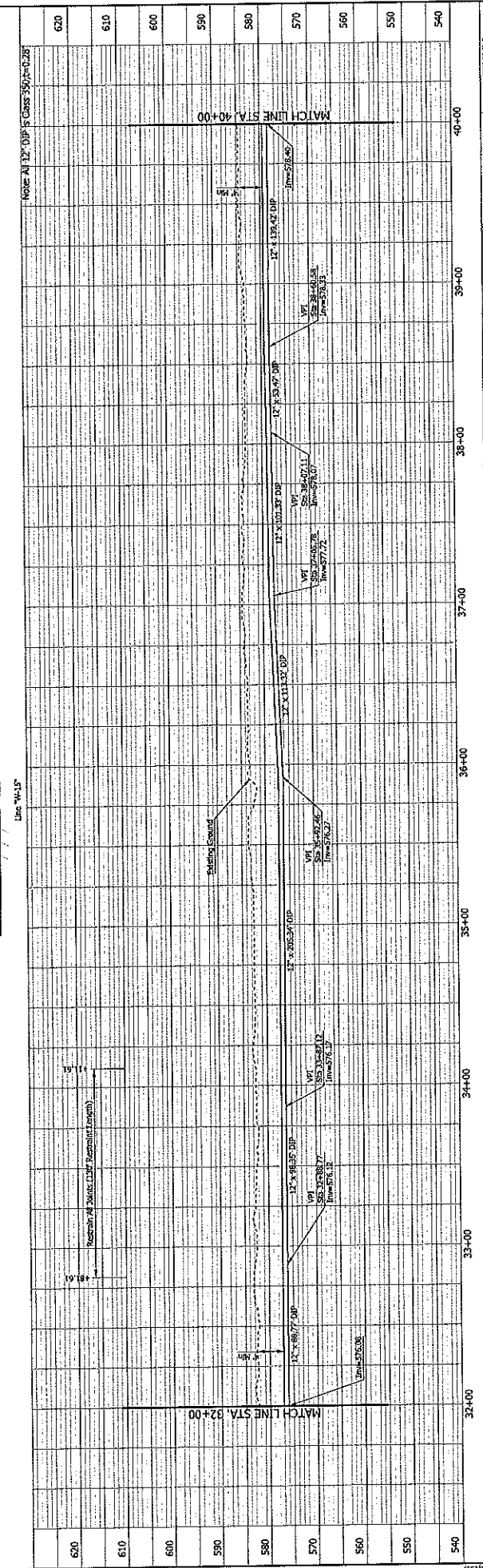
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- B - Sta. 696+65.19, 92.01' R/L, Line "A"
- C - Sta. 695+33.03, 90.99' R/L, Line "A"



INDIANA DEPARTMENT OF TRANSPORTATION		DATE: 03/14/2017	
PLAN AND PROFILE		DESIGNED BY: [Signature]	
WATER MAIN		DRAWN BY: [Signature]	
SCALE: 1"=10'		CHECKED BY: [Signature]	
SHEET NO. 1		TOTAL SHEETS: 1	
PROJECT NO. 127985		CONTRACT NO. 127985	
DISCUSSION: 127985		BUREAU: DIE	

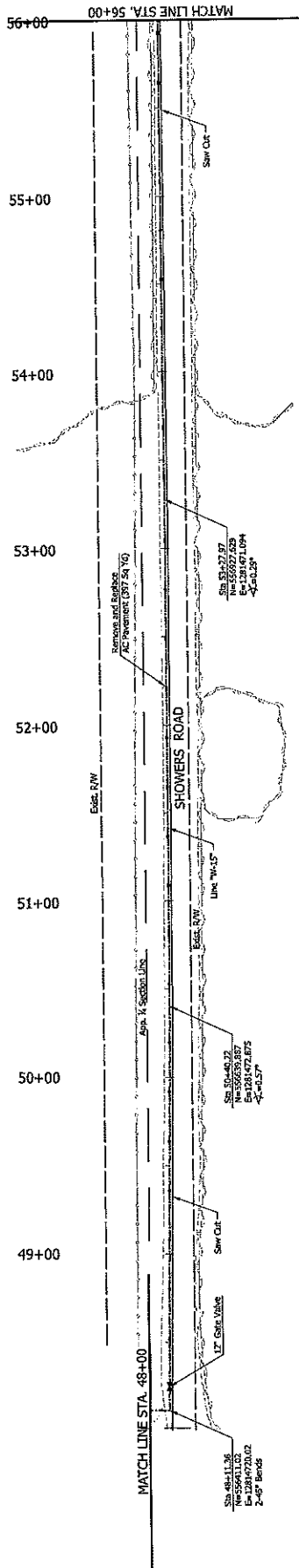


	RECOMMENDED FOR APPROVAL	DESIGNED BY <i>M. J. J. J. J. J.</i>	DATE 08/14/2017	INDIANA DEPARTMENT OF TRANSPORTATION  PLAN AND PROFILE WATER MAIN	SCALE 1" = 50'	BRIDGE FILE
	DESIGNED FOR APPROVAL	CHECKED BY APPROVAL	DISPOSITION 1577865		VERTICAL SCALE 1" = 10'	1577865
	DRAWING NO.	SHEET NO.	SURVEY BOOK NO.		CONTRACT NO.	1577865
	CHECKED NO.	1577865	1577865		1577865	1577865

[illegible]


DocId:34707044



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Doc W-15

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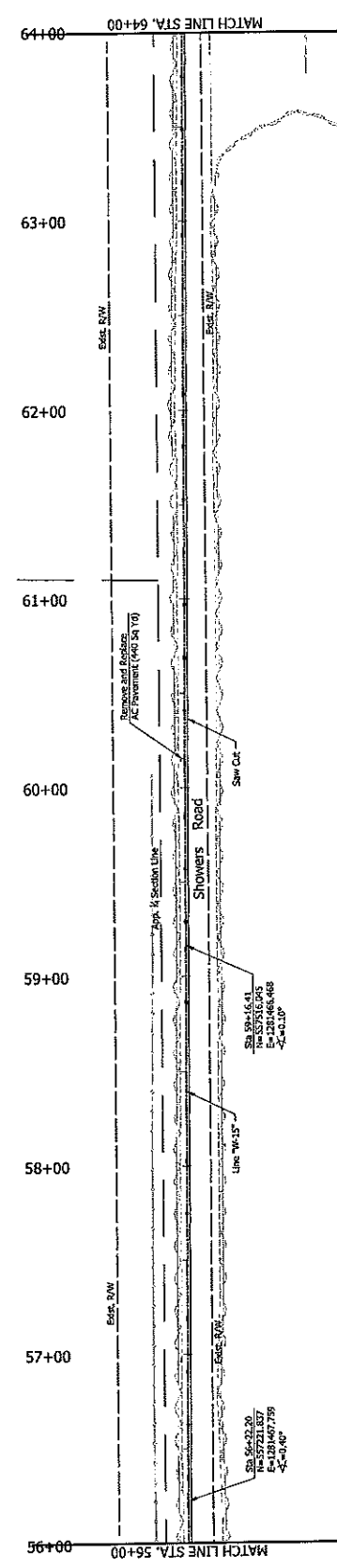


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<i>10/28/70</i>				03/14/2017

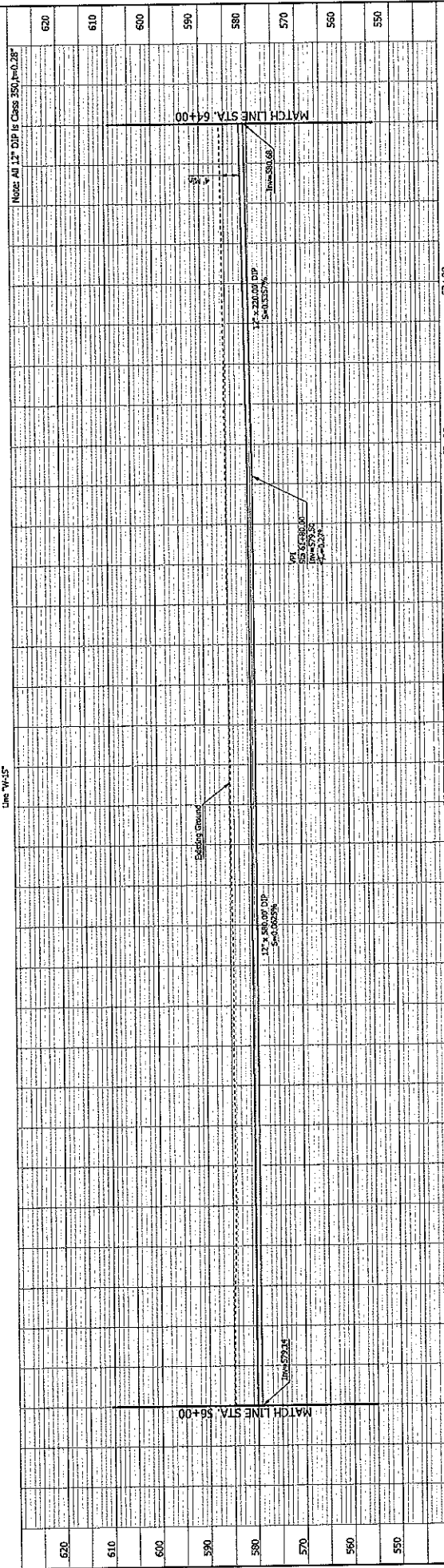
INDIANA  
DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE  
WATER MAIN

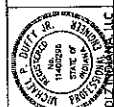
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VERTICAL SCALE	DENIGNATION
1"=10'	157985
SURVEY BOOK	DWG NO.
	9 of 21
CONTRACT	PROJECT
	157985

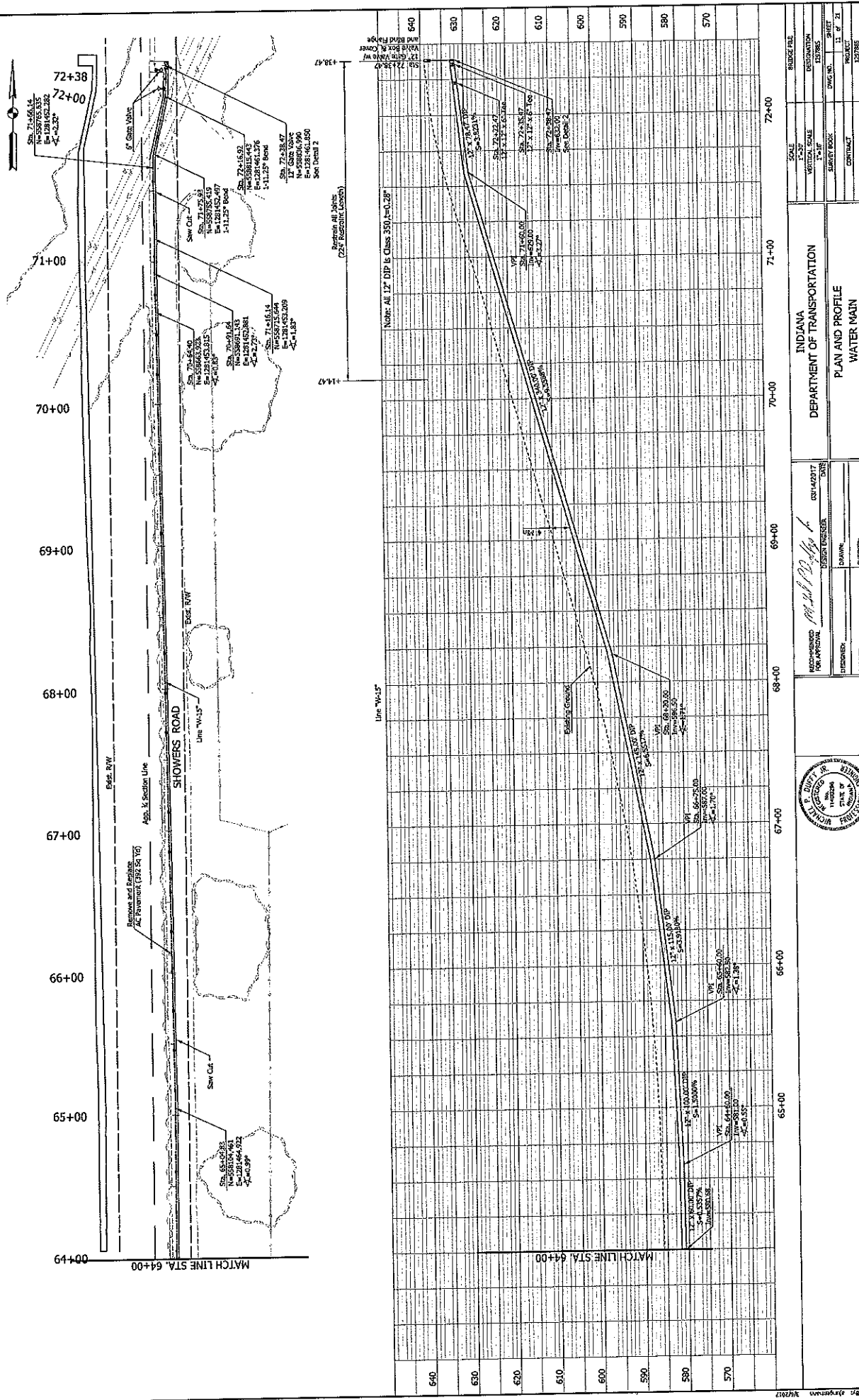


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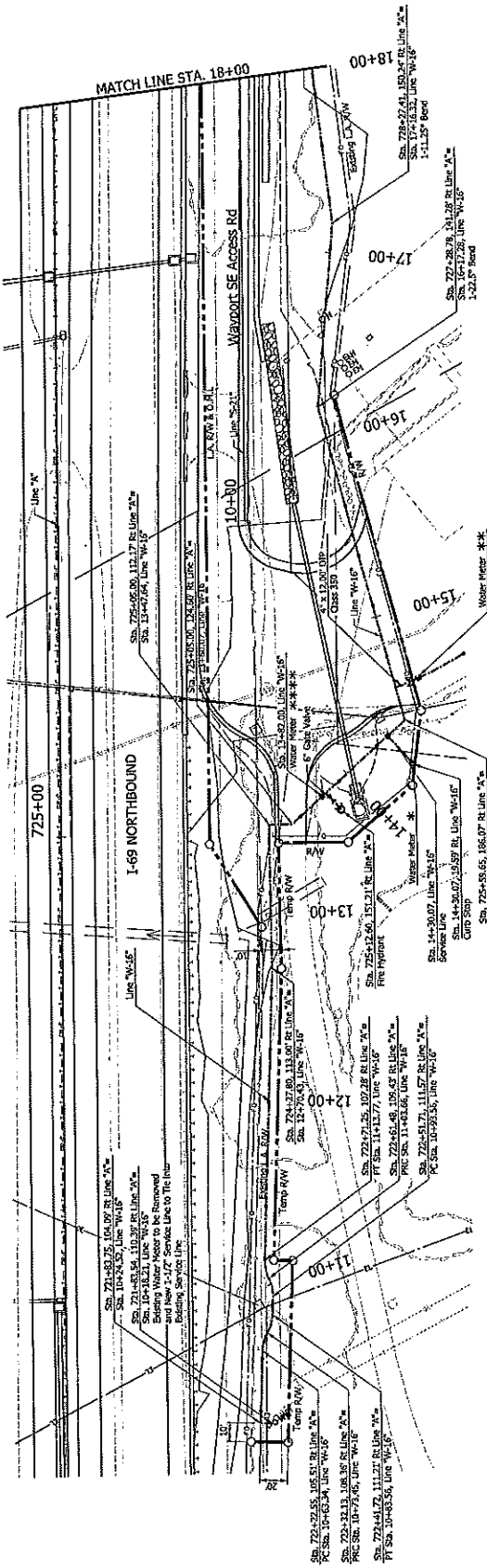


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SCALE: 1"=20'		CHECKED: [Signature]	
VERTICAL SCALE: 1"=10'		DATE: 03/14/2017	
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CONTRACT NO. 127965		PROJECT NO. 127965	

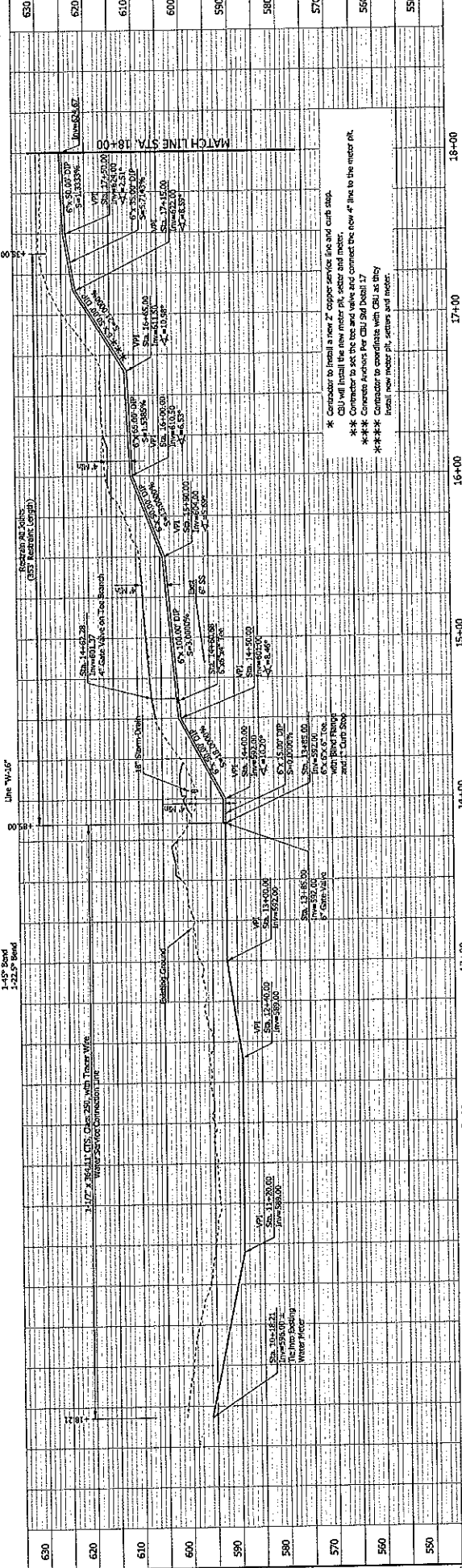






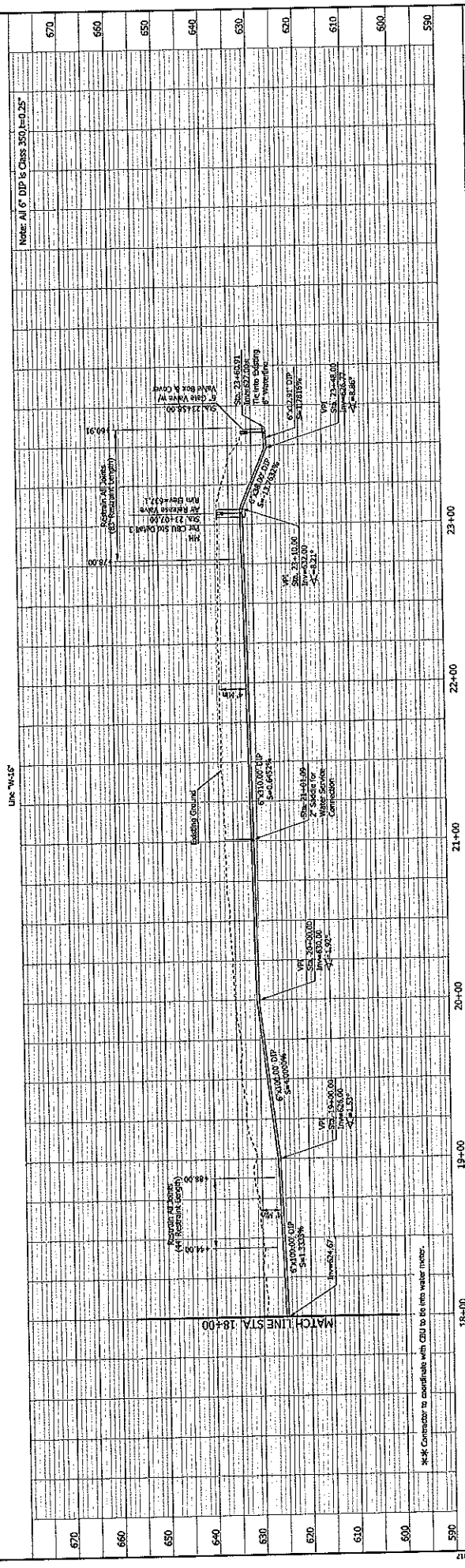
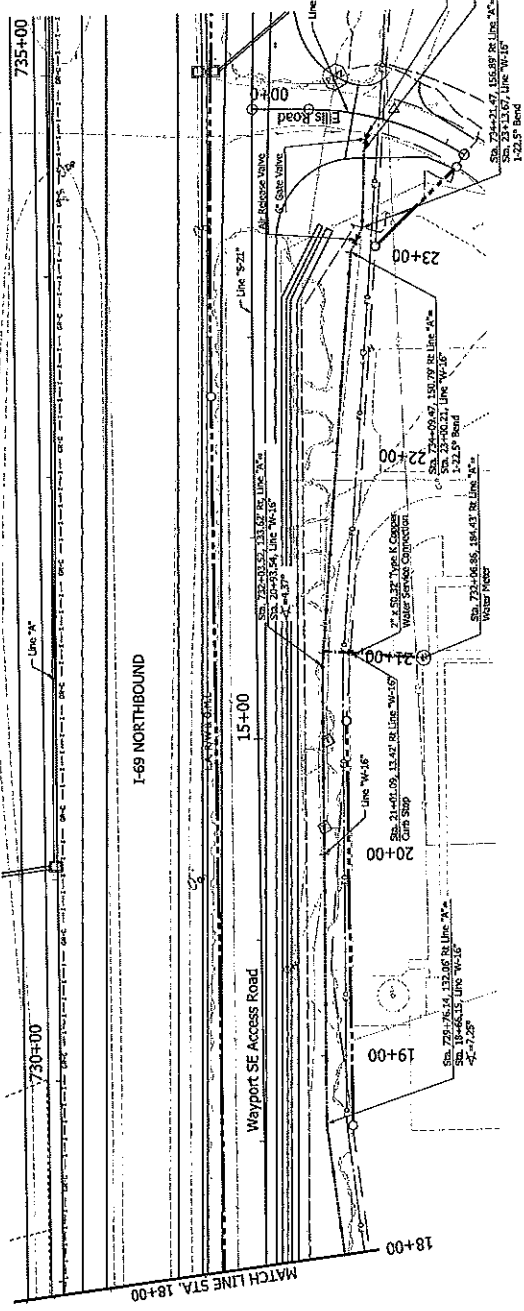


Note: All 6\"/>



INDIANA DEPARTMENT OF TRANSPORTATION		SCALE HORIZONTAL 1"=40'		VERTICAL SCALE 1"=10'		BRIDGE FILE	
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RECOMMENDED FOR APPROVAL		DESIGNED		DRAWN		PROJECT	
DATE		DATE		DATE		DATE	

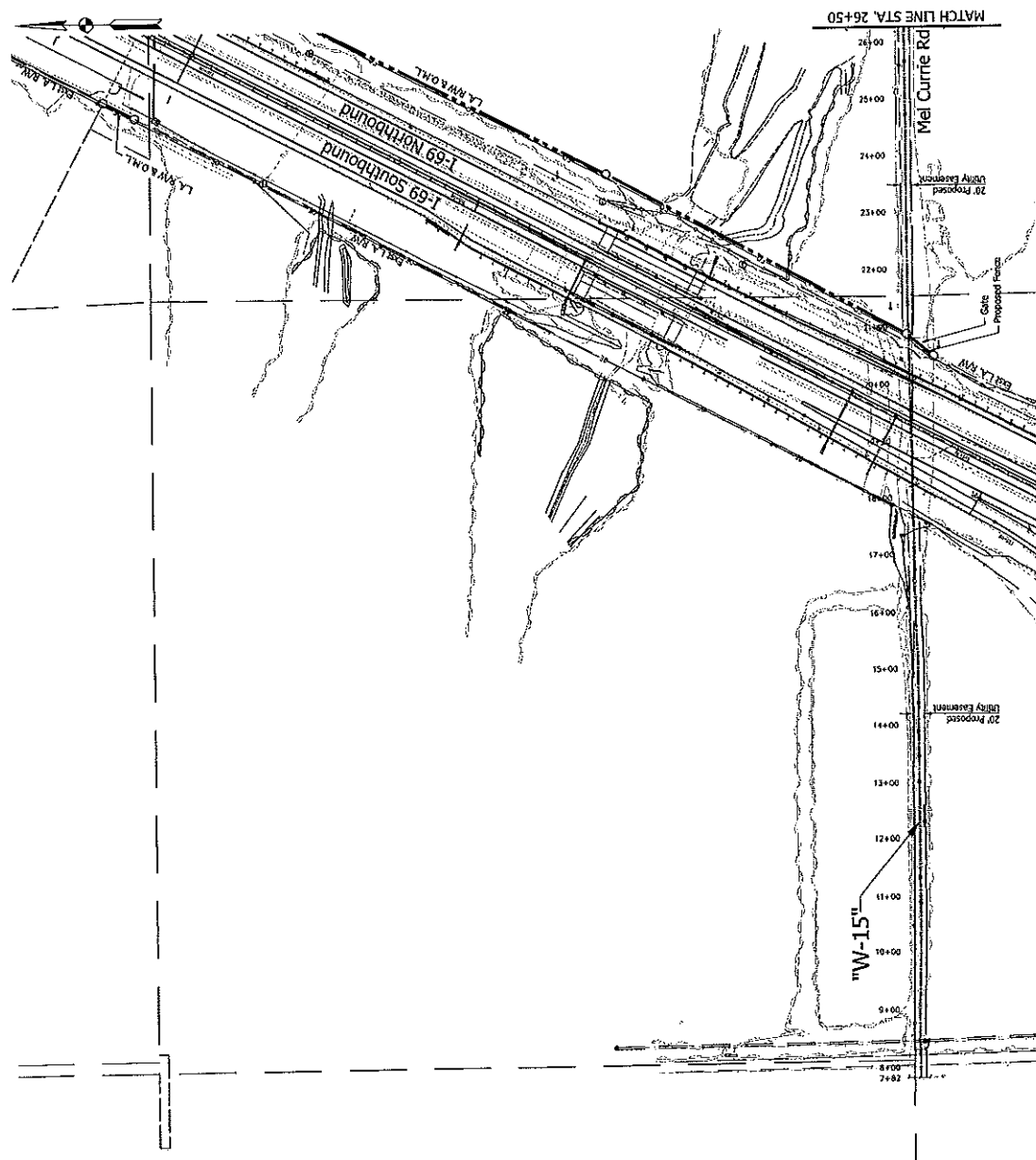




INDIANA DEPARTMENT OF TRANSPORTATION		SCALE HORIZONTAL 1"=40'		VERTICAL 1"=10'		BRIDGE PILE 1"=20'	
PROJECT NUMBER 11402007		DATE 03/14/2017		DESIGNATION CONSTRUCTION		SHEET 13 OF 21	
DISSEMINATION PUBLIC		CHECKED [Signature]		PROJECT WATER MAIN		CONTRACT 1257885	

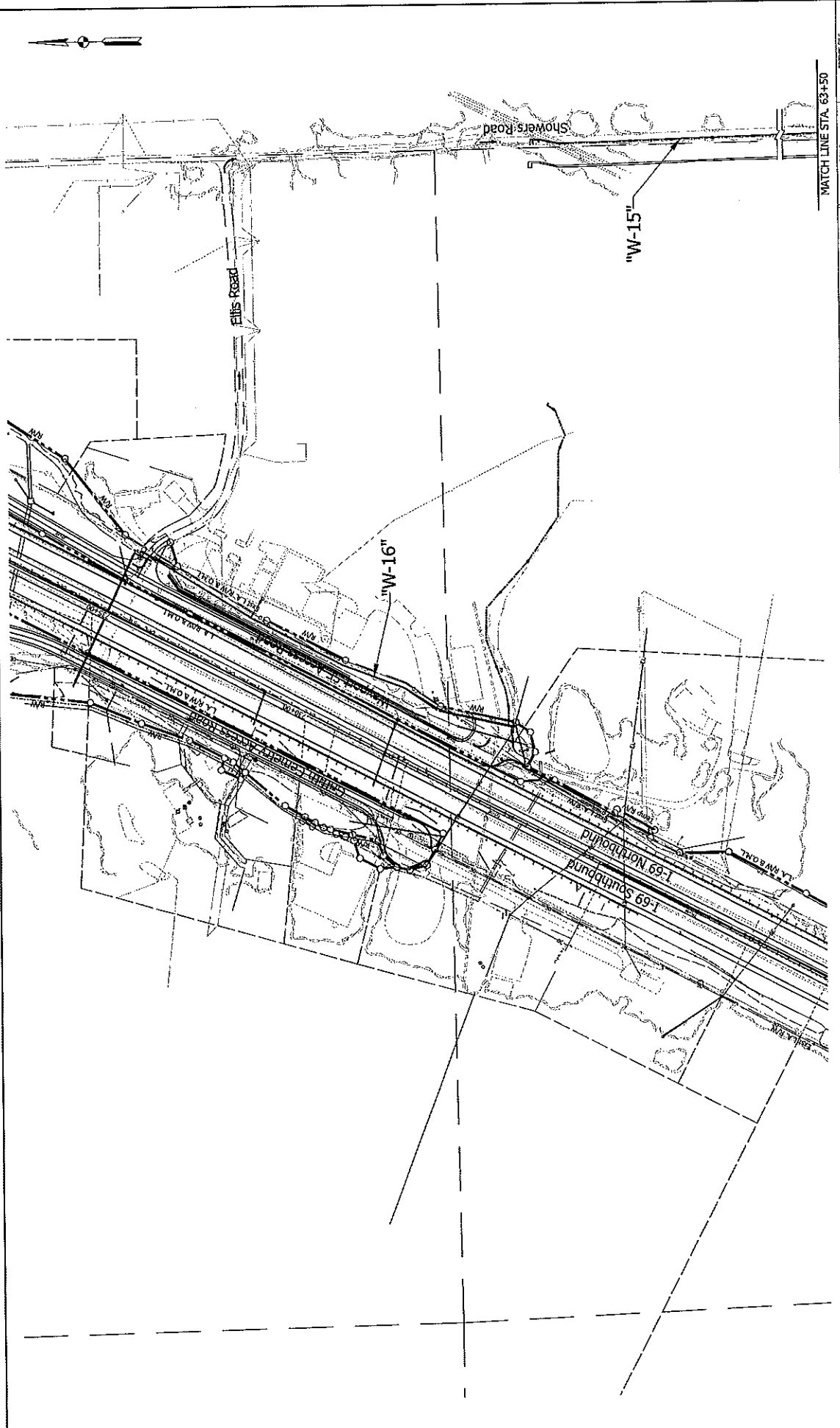






		RECOMMENDED FOR ADOPTION <i>David L. Smith</i> DATE: 03/14/2017		INDIANA DEPARTMENT OF TRANSPORTATION		SCALE: _____ VERTICAL SCALE: _____ HORIZONTAL SCALE: _____ SURVEY BOOK: _____ SHEET NO.: _____ PROJECT: _____ CONTRACT: _____ PROJECT NO.: 127788-00-04-UTL_Access_W-15_01.dgn	
DESIGNED: _____ CHECKED: _____		DRAWN: _____ CHECKED: _____		WATERLINE W-15 UTILITY ACCESS		SHEET 21 OF 21	





MATCH LINE STA. 63+50

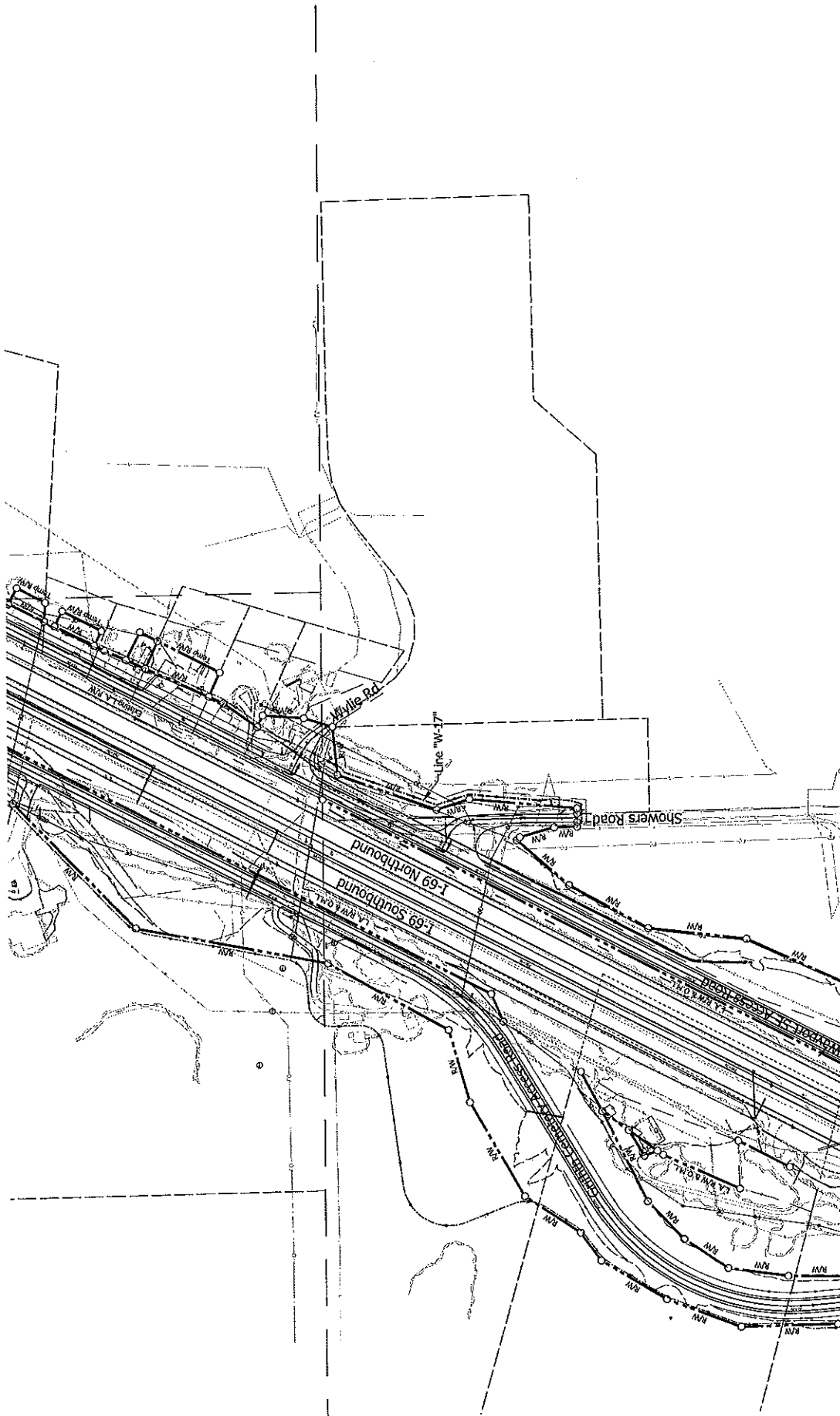
SCALE	
VERTICAL SCALE	1" = 10'
HORIZONTAL SCALE	1" = 40'
PROJECT INFORMATION	
PROJECT NO.	137785
CONTRACT NO.	137785
DATE	03/14/2017


INDIANA	
DEPARTMENT OF TRANSPORTATION	
WATERLINE W-15	
WATERLINE W-16	
UTILITY ACCESS	

DESIGNED BY	MAJOR, INC.
CHECKED BY	
DATE	03/14/2017
PROJECT NO.	137785
CONTRACT NO.	137785



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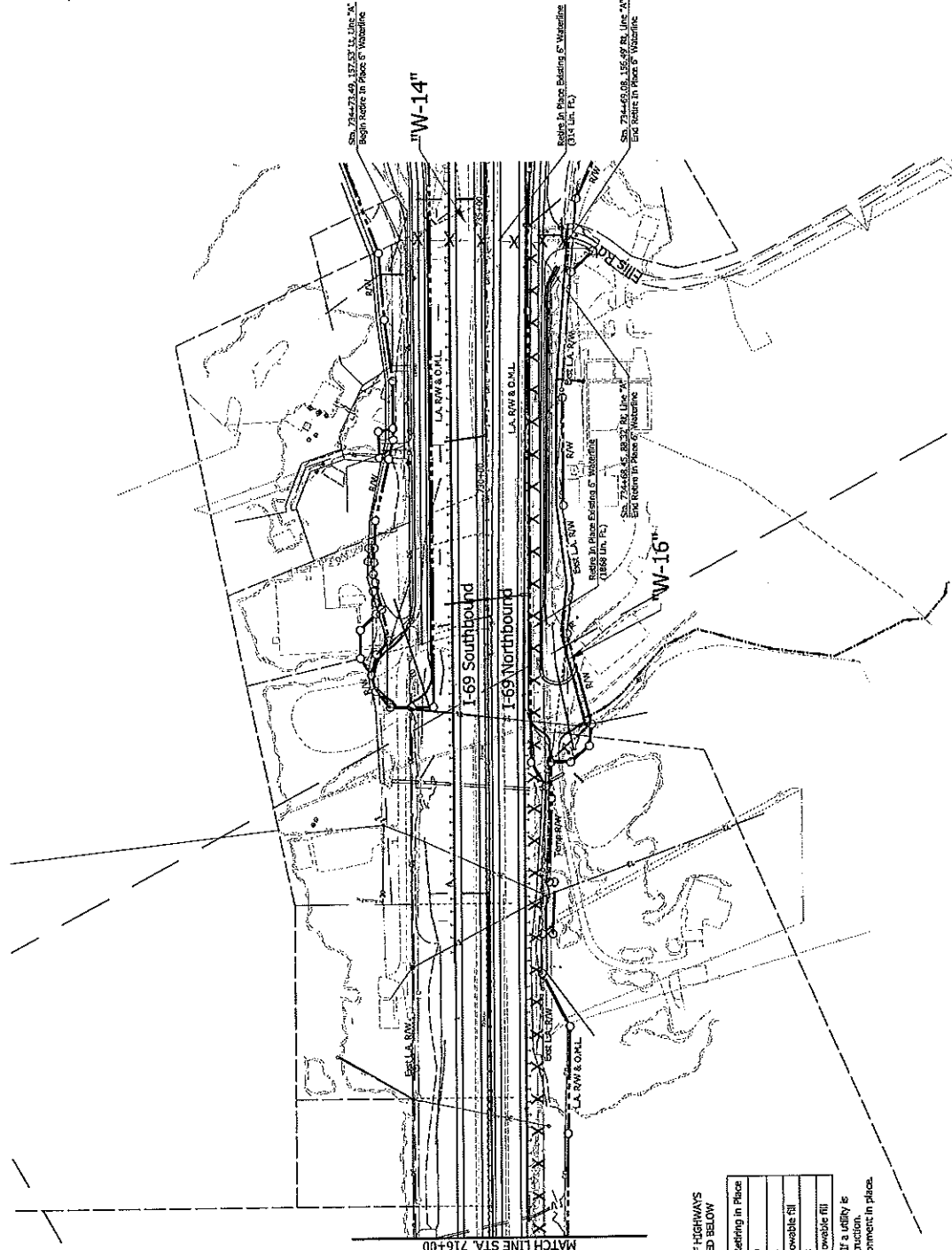


	RECOMMENDED FOR APPROVAL	DESIGNED	CHECKED	DATE
	<i>Mr. D. B. Ruppel</i>			03/14/2017
INDIANA DEPARTMENT OF TRANSPORTATION		WATERLINE W-17 UTILITY ACCESS		
SCALE	VERTICAL SCALE	SURVEY BOOK	CONTRACT	PROJECT
				123785
BRIDGE FILE		DISLOCATION		
		123785		
		SHEET		
		1 of 1		
		PROJECT		
		123785		






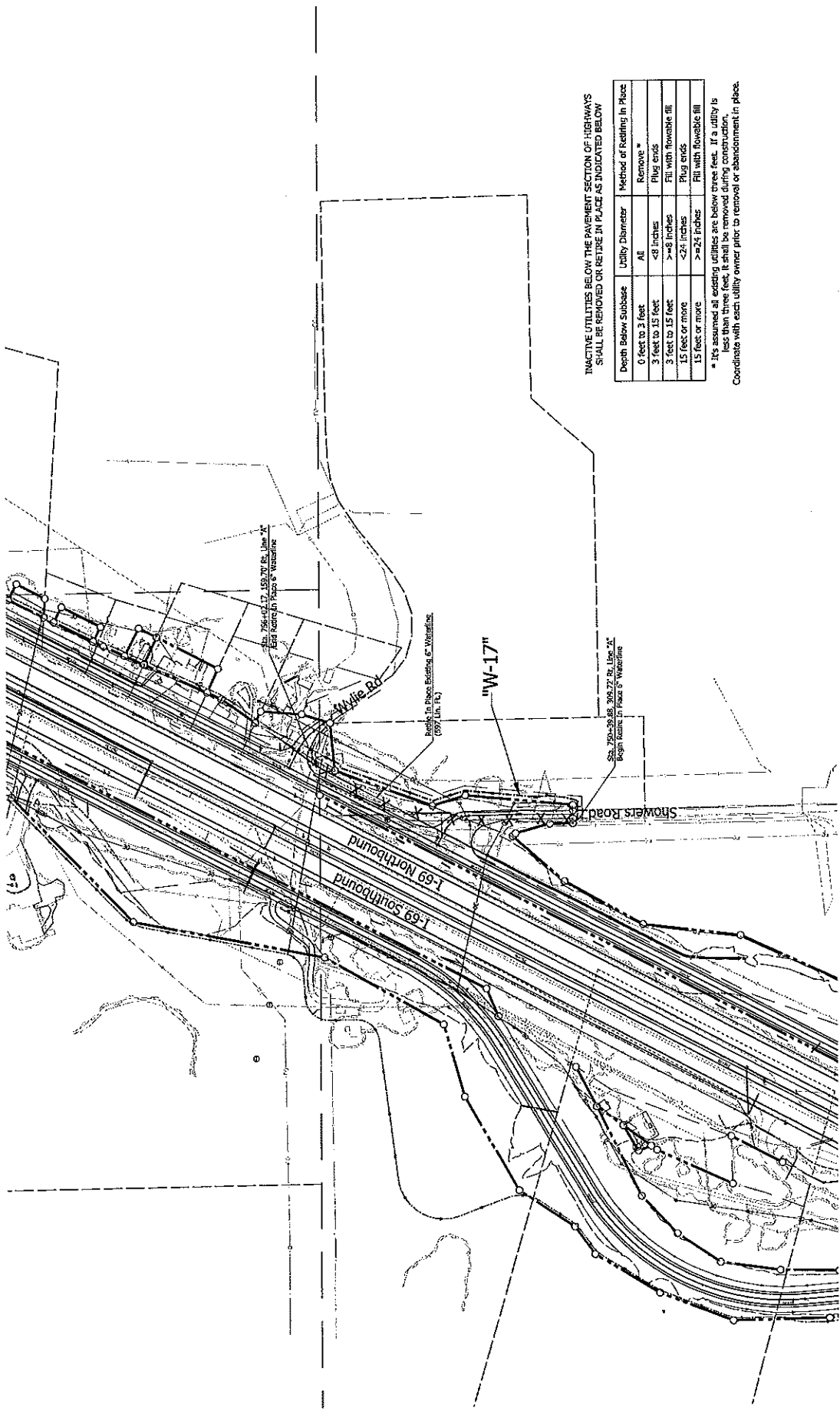
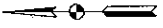




Depth Below Subbase	Utility Diameter	Method of Retiring in Place
0 feet to 3 feet	All	Remove =
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>=8 inches	Fill with Flowable fill
15 feet or more	<8 inches	Plug ends
15 feet or more	>=24 inches	Fill with Flowable fill

\* It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction.

	RECOMMENDED FOR AWARD DATE: 03/14/2017 DESIGN ENGINEER: <i>[Signature]</i>	INDIANA DEPARTMENT OF TRANSPORTATION		SCALE: _____ BRIDGE FILE: _____
	DRAWN: _____ CHECKED: _____ DATE: _____	W-16 RETIRE IN PLACE		SURVEY BOOK: _____ DRAWING NO.: _____ SHEET: _____
	DESIGNER: _____ DATE: _____	PROJECT: _____ CONTRACT: _____		VERTICAL SCALE: _____ HORIZONTAL SCALE: _____ DATE: 12/7/85
	PROJECT: _____ CONTRACT: _____	PROJECT: _____ CONTRACT: _____		PROJECT: _____ CONTRACT: _____
	PROJECT: _____ CONTRACT: _____	PROJECT: _____ CONTRACT: _____		PROJECT: _____ CONTRACT: _____



INACTIVE UTILITIES BELOW THE PAVEMENT SECTION OF HIGHWAYS SHALL BE REMOVED OR RETIRE IN PLACE AS INDICATED BELOW

Depth Below Surface	Utility Diameter	Method of Retiring in Place
0 feet to 3 feet	All	Remove *
3 feet to 15 feet	<8 inches	Plug ends
3 feet to 15 feet	>=8 inches	Fill with flowable fill
15 feet or more	<24 inches	Plug ends
15 feet or more	>=24 inches	Fill with flowable fill

\* It's assumed all existing utilities are below three feet. If a utility is less than three feet, it shall be removed during construction. Coordinate with each utility owner prior to removal or abandonment in place.



RECOMMENDED FOR APPROVAL	DATE
<i>Michael J. McElroy</i>	03/14/2017
DESIGN ENGINEER	
DRAWN	
CHECKED	

INDIANA	SCALE	SHEET FILE
DEPARTMENT OF TRANSPORTATION	VERTICAL SCALE	DISCUSSION
		157385
W-17	SHEET NAME	DWG NO.
RETIRE IN PLACE	CONTRACT	PROJECT
		21 of 31
		SHEET
		157385

## **Dillman Road WWTP Effluent Filter Improvements**

### **AGREEMENT FOR CONSULTING SERVICES**

**THIS AGREEMENT**, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and Wessler Engineering, Inc., a for-profit corporation duly incorporated in the State of Indiana, with its principal place of business located at 6219 S. East St., Indianapolis, Indiana 46227, (hereinafter referred to as "Consultant"),

#### **WITNESSETH:**

**WHEREAS**, the City wishes to improve the City of Bloomington Utilities' sewage works facilities; and

**WHEREAS**, the City requires the services of an engineering firm to perform engineering and project administrative services related to effluent filtration improvements at the Dillman Road Wastewater Treatment facility which shall be hereinafter referred to as the "Services";

**WHEREAS**, it is in the public interest that such Services be undertaken and performed; and

**WHEREAS**, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Agreement Price.** The overall cost to the City for all services provided herein by Consultant during the term of this agreement shall not exceed One Hundred Fifty-Six Thousand Three Hundred and Zero-Hundredths (\$156,300.00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement.
2. **Scope of Services.** Consultant shall provide required Services for the City as set forth in Exhibit "A", Scope of Services. Exhibit "A" is attached hereto and incorporated herein by reference as though fully set forth.

Time is of the essence and Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit "A" in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the Utilities Department official(s) designated by the City as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

3. **Standard of Care.** Consultant shall be responsible for completion of the Services in sufficient manner to meet professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
4. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.
5. **Payment.** Consultant and the City agree that any and all work performed shall be performed in accordance with the rates set forth in the itemized fee estimate which is attached hereto, marked as Exhibit "B", and by this reference incorporated herein. Prior to receiving payment, the Service Provider shall provide a detailed monthly billing statements in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
6. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
7. **Schedule.** Consultant shall perform the Services according to the schedule set forth in the schedule which is attached hereto, marked as Exhibit "C", and by this reference incorporated herein. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data

and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

9. **Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit "D", Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. Exhibit "D" is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
10. **Cost Estimates.** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.
11. **Reuse of Document.** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. The City shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the City and the Consultant.
12. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.
13. **Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.

**14. Indemnification.** Consultant shall defend, indemnify and hold harmless the City of Bloomington, its Boards, officers, agents and employees of the City from and against all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of Professional services under this Agreement and that of its Subconsultants or anyone for whom the Consultant is legally liable.

**15. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

**16. Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**17. Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

- 18. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 19. Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 20. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 21. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
- 22. Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
- 23. Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit "E", affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be

detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**24. Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit "F" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

**25. Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**26. Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City: City of Bloomington Utilities  
P.O. Box 1216  
Bloomington, IN 47402

Consultant: Wessler Engineering, Inc.  
6219 S. East St.  
Indianapolis, Indiana 46227

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**27. Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.



**28. Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

City of Bloomington:

Wessler Engineering, Inc.

By: \_\_\_\_\_  
Sam Frank, President  
Utilities Service Board

By: \_\_\_\_\_  
Robert W, Holden  
Vice President

Attest: \_\_\_\_\_  
Vic Kelson, Director

Attest: \_\_\_\_\_  
Brent Siebenthal  
President

\_\_\_\_\_  
John Hamilton, Mayor  
City of Bloomington

## EXHIBIT A

### SCOPE OF SERVICES

#### I. Design:

1. The scope for the design elements included in this project is based on the replacement of the following elements:
  - a) Replacement of 16 pneumatic valve actuators with new electric motor actuators
  - b) Replacement of four (4) butterfly valves
  - c) Demolition of the existing compressed air system and piping and the abandoned filter control panels
  - d) Electrical supply and wiring, instrumentation and control wiring.
  - e) Addition of two (2) panel view units.
2. In addition to the known design elements included in the project, the following elements have been identified as being in need of replacement but the scope of replacement needs to be further evaluated. These are as follows:
  - a) Replacement of the existing venturi flow meters (backwash and four (4) filter effluent)
  - b) Replacement of two (2) dresser couplings
  - c) Replacement of the existing non-potable water pumps and backwash pumps
  - d) Addition of variable frequency drives to the non-potable water pumps
3. Prior to proceeding with final design, prepare the design criteria for the project. The design criteria shall consist of a written evaluation of each of the items noted in Article I.2, including:
  - a) Description of the existing condition of the equipment
  - b) Recommendation to address the existing condition (replacement in-kind, alternate technology, leave alone)
  - c) Estimate of cost associated with the recommendation
  - d) Design capacity for any equipment recommended for replacement
4. After delivery of the final design criteria and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, Engineer shall:
  - a) Prepare 50% Design Phase documents incorporating the final design criteria and preliminary plan drawings. Prepare for and attend a 50% Design Review meeting. This meeting will include a presentation and discussion of the 50% Design documents. The format of the meeting will be to include sufficient presentation materials so that each item can be adequately reviewed and decisions made by the Owner on how to proceed with 90% Final Design documents.
  - b) Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.

- c) Prepare 90% Design Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- d) Advise Owner of any adjustments to the Opinion of Probable Construction Cost known to Engineer.
- e) Prepare and furnish review copies of the 90% Design Drawings and Specifications and any other deliverables to Owner, and review them with Owner, its legal counsel, and other advisors. Within 15 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.
- f) Revise the 90% Design Drawings and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of 100% Design Bid Documents, a revised Opinion of Probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of 90% review comments and instructions from Owner.
- g) Prepare and submit an Indiana Department of Environmental Management (IDEM) Construction permit application.

Engineer's services under the Design Phase will be considered complete on the date when the 100% Design Bid Documents have been delivered to Owner.

In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the 90% Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

## **II. Bidding**

After acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, and upon authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conference, if any.
2. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding a contract for the Work.
5. The Bidding Phase will be considered complete upon execution of the Agreement with the Contractor or upon cessation of negotiations with prospective contractors.

### **III. Construction Administration**

After acceptance by Owner of the bids for the project, and upon authorization by Owner to proceed, Engineer shall provide the following services:

1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. *Schedules.* Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. *Baselines and Benchmarks.* As appropriate, provide information on baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
5. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
  - a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b) The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract

Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

6. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
7. *Clarifications and Interpretations; Field Transmittal Memorandums.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Transmittal Memo's (FTM's) authorizing minor variations in the Work from the requirements of the Contract Documents.
8. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
9. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and actions will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
10. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Contract Documents.
11. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply

with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

12. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work. Review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a) Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of subsequent tests called for in the Contract Documents, and to other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to subsequent adjustments allowed by the Contract Documents).
  - b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph III.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph III.A.10.
15. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph III.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
17. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
18. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

**EXHIBIT B**  
**COMPENSATION**

For engineering services as described in EXHIBIT A, SCOPE OF SERVICES, the Owner agrees to pay Consultant a maximum amount of \$156,300.00 including fees and reimbursable expenses.

Consultant fee is based on the following task breakdown amounts:

Task 1 – Design Criteria Development	\$11,100.00
Task 2 - Design	\$63,300.00
Task 3 - Bidding	\$9,200.00
Task 4 – Construction Administration	<u>\$72,700.00</u>
Total	\$156,300.00



## **EXHIBIT C**

### **SCHEDULE**

<b><u>Scope</u></b>	<b><u>Days to Complete</u></b>
Design Criteria Development	30 Days after NTP
Design	45 Days after Design Criteria Acceptance
Bidding	30 Days after Authorization
Construction Administration	210 Days after Notice of Award

## **EXHIBIT D**

### **PRINCIPAL PERSONNEL**

Marty Wessler, P.E.	Principal-in-Charge
Robert W. Holden, Ph.D., P.E.	Project Manager
Andrew L. Thompson, P.E.	Project Engineer
Bridget R. Philpot, EIT	Project Engineer
Wayne C. Moore, P.E.	Electrical Engineer
Brian Sahm, EIT	Electrical Engineer
R. Shawn Perkins, P.E.	SCADA Programming
Brad C. Robinson	Construction Administration

**EXHIBIT E**

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_ and acknowledged the execution of the foregoing

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed





**MEMORANDUM**

**TO:** Mike Rouker  
**FROM:** Brad Schroeder  
**DATE:** March 28, 2017  
**RE:** Contract for Engineering Services

**Funding Source:** 009-00-900008-047420

**Total Dollar Amount of Contract:** \$ 14,875.00

**Expiration Date of Contract:** 12/31/2017

**Department Head Initials of Approval:** *Day*

**Due Date For Signature:** 3/30/2017

**Record Destruction Date (Legal Dept to fill in):**

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:**

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:**

**Summary of Contract:**

Fields Environmental to provide environmental assessment and remediation services for Griffy water treatment plant.

## **Griffy Treatment Plant Environmental Services**

### **AGREEMENT FOR ENVIRONMENTAL SERVICES**

**THIS AGREEMENT** is entered into by and between the City of Bloomington Utilities Department (hereinafter referred to as "City"), and CONSULTANT Fields Environmental Inc. a for-profit corporation located at 2335 West Fountain Drive, Bloomington, IN 47404, (hereinafter referred to as "Consultant"),

#### **WITNESSETH:**

**WHEREAS**, the City wishes to complete an environmental assessment and removal of currently identified on-site hazards, including mercury, for real estate located at 3501 N. Dunn Street (Hereinafter the "Site"); and

**WHEREAS**, the City requires the services of an environmental consulting group in order to conduct this environmental assessment and remediation program (hereinafter referred to as the "Services"); and

**WHEREAS**, it is in the public interest that such Services be undertaken and performed; and

**WHEREAS**, Consultant has the experience and professional expertise and is willing and able to provide such Services to the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Effective date.** The effective date for this contract is the date last entered in the signature blocks below.
2. **Term.** This contract shall expire on December 31, 2017.
3. **Agreement Price.** The overall cost to the City for all services provided herein by Consultant during the term of this agreement shall not exceed Fourteen Thousand, Eight Hundred Seventy-five and Zero-One Hundredths (\$14,875.00) Dollars. No additional work shall be performed until and unless additional funding is approved by the City and an amendment to this Agreement reached by both parties herein under the same formality as this Agreement.
4. **Scope of Services.** Consultant shall provide required Services for the City as set forth in Exhibit "A", Scope of Services. Exhibit "A" is attached hereto and incorporated herein by reference as though fully set forth herein.

Time is of the essence and Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit "A" in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

5. **Standard of Services and Warranty.** Consultant shall perform its Services in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. The City shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance. The City recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, the City recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by Consultant are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by Consultant's investigation and the portions of the Site actually investigated, sampled or tested by Consultant. Consultant shall, for the protection of the City, request from all vendors and subcontractors from which Consultant procures equipment, materials or services, guarantees which will be made available to the City to the full extent of the terms thereof. Consultant's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to the City in enforcing the same. Subject to *Section 13*, Consultant warrants that if any of its completed Services fail to conform to the above standard, Consultant will, at its expense and provided Consultant is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to the City the amount paid to Consultant for the defective Services. Except as provided in this Section, Consultant makes no other warranty, express or implied, and shall have no other liability to the City for defective Services, whether caused by error, omission, negligence or otherwise.
6. **Access.** The City grants Consultant and its subcontractors authority to enter the Site to conduct Consultant's Services.
7. **City Information.** The City understands that Subcontractor is relying upon the completeness and accuracy of information supplied to it by the City and others in connection with the Services without independent verification. The City agrees to advise Consultant of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. The City shall furnish such information as expeditiously as is

necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate who is authorized to act on its behalf with respect to this Agreement.

8. **Payment.** Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction. The City shall not make payment for any unauthorized work or expenses.
9. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Utilities Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
10. **Environmental Conditions.** The City shall provide Consultant with the identity and location of all subsurface facilities and obstructions on the Site. The City agrees to waive any claims against Consultant and to indemnify, defend and hold Consultant harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by the City or others. The City assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend Consultant from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of Consultant; it being the intention of the City to assume any liability alleged to have resulted from Consultant's joint or concurrent negligence.
11. **Ownership of Waste.** "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, Consultant shall assist the City in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. The City shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow Consultant to complete the Services in a timely manner. The City agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall Consultant take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain the property of the Client.
12. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other



party. The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to the Consultant. In that event, Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City, and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 14 herein.

- 13. Identity of Consultant.** Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in **Exhibit "B"**, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant whom the City shall approve. **Exhibit "B"** is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
- 14. Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.
- 15. Confidentiality.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding Contractor's Work Product that is delivered to the City or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. The City agrees that Consultant may use and publish the City's name and a general description of the Services provided to the City in describing Consultant's experience and qualifications to other clients and potential clients.

**16. Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.

**17. Indemnification.** Consultant shall indemnify, defend and hold harmless the City, its officials, directors, agents and employees against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of Consultant. The City shall indemnify, defend and hold harmless Consultant, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of the City.

**18. Insurance.** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insured under the General Liability, Automobile, and Professional Liability Insurance policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that the insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate the Agreement.

19. **Conflict of Interest.** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
20. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
21. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
22. **Assignment.** Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
24. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
25. **Non-Discrimination.** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.
26. **Verification of New Employees' Immigration Status.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit "B", affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the Board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**27. Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as **Exhibit "C"** and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.

**28. Compliance with Laws.** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**29. Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:

City of Bloomington Utilities, P.O. Box 1216, Bloomington, IN  
47402. Attn: Brad Schroeder

Consultant: Fields Environmental Inc, 2335 West Fountain Drive,  
Bloomington, IN 47404. Attn: Rudy Fields

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

**30. Intent to be Bound.** The City and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**31. Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON:**

By: \_\_\_\_\_  
Sam Frank, President  
Utilities Service Board

Attest: \_\_\_\_\_  
Vic Kelson, Director  
Utilities

\_\_\_\_\_  
John Hamilton, Mayor  
City of Bloomington

**FIELDS ENVIRONMENTAL INC.:**

By: Rudy D. Fields  
Rudy Fields, President

Attest: Sheila McGlothlin  
Name Printed: Rudy D. Fields  
Title: President

## EXHIBIT A

As per our conversation this is how I see the costs running for the City of Bloomington Utilities (CBU) Griffy Water Plant activities. Fields Environmental, Inc. (Fields) proposes to do this on a time and materials basis with cost not to exceed the following without authorization.

1. The mercury cleanup would include the removal of all visible free mercury and floor sweeping debris in the area of the dry spill and the removal of all visible free mercury in the area of the wet spill. We would attempt to minimize the amount of non-mercury debris and water for disposal purposes. All mercury work will be done utilizing air monitoring equipment and a site specific Health and Safety Plan. Disposal would be consistent with applicable rules and regulations by qualified transporters and facilities. A letter report will be provided following the receipt of final disposal manifests. Reporting will describe all activities and provide records of waste disposal.
2. The asbestos assessment would be consistent with IDEM requirements for demolition. It will identify asbestos containing materials (ACMs) and make recommendations for abatement. Fields will work with my abatement contractor to develop a quote for the ultimate abatement project.
3. Transformer carcass removals would be accomplished utilizing licensed and insured contractors that are experienced transformer specialists. Fields would oversee the removal and provide on-site support for recovering the transformer carcasses and loading onto contractor provided hauling equipment. Fence removal and replacement, if necessary, would be by City of Bloomington personnel or contractors.
4. Site determination support as required including cost estimates for evaluating alternate remediation strategies and planning and developing a scope of work for additional remedial activities.

The quoted price for these services shall not exceed \$14,875.00.

EXHIBIT B

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF Monroe )

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of Fields Environmental, Inc.  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Rudy D. Fields  
Signature

Rudy D. Fields  
Printed name

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Rudy Fields and acknowledged the execution of the foregoing this 29th day of March, 2017.

My Commission Expires: August 3, 2004

County of Residence: Monroe

Sheila McEllothlin  
Notary Public  
Sheila McEllothlin  
Name Printed

EXHIBIT C

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this 29<sup>th</sup> day of March, 2017.

Rudy D. Fields  
Signature

Rudy D. Fields  
Printed name

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Rudy Fields and acknowledged the execution of the foregoing this 29<sup>th</sup> day of March, 2017.

My Commission Expires: August 3, 2024

County of Residence: Monroe

Sheila McEllothlin  
Notary Public  
Sheila McEllothlin  
Name Printed